Memorandum of Agreement
between
Clark County Fire Department
and the
Las Vegas Fire & Rescue

THIS MEMORANDUM OF AGREEMENT ("AGREEMENT"), entered into this _____ day of _____, 200__, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereafter called the "County"), and the City of Las Vegas, a political subdivision of the State of Nevada (hereafter called the "City").

WITNESSETH:

WHEREAS, the County, through its Fire Department, has undertaken the responsibility of sponsoring a National Urban Search and Rescue (US&R) Task Force with the Department of Homeland Security Agency (DHS) / Federal Emergency Management Agency (FEMA); and

WHEREAS, the City has employees of its fire department, who have expertise, training and personnel that desire to become members of the task force; and

WHEREAS, the City desires to become a participating agency with the County, in the US&R Program; and

WHEREAS, the County has determined that it is in the best interest of the community, the departments and national program to allow the City to become a Participating Agency in the program;

NOW, THEREFORE, the parties agree as follows:

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1) THE COUNTY AGREES TO:

a) Organize a task force following the directives and policies of DHS/FEMA in regards to national task forces.

b) Provide administrative, financial and personnel management relating to reporting requirements for all members of the Task Force, including the City, as required by DHS/FEMA.

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c) Insure all training records for all Task Force related training are maintained for review and copying by the County, the City and DHS/FEMA.

d) Insure all training is provided, as financially feasible, for employees of the City who become members of the Task Force to comply with all federal requirements for Task Force personnel as set forth by DHS/FEMA. Such compensation shall be subject to the availability of appropriated funds as provided through federal grants.

e) Provide a position for the City on the Task Force Advisory and Steering Committee, which is responsible for the maintaining of operational readiness and compliance with program requirements as determined by DHS/FEMA for all national task forces.

f) Provide notification to the City of all Advisories, Alerts and Activations for the Task Force to permit the City to prepare and plan for deployments of its members with the local Task Force.

g) To compensate upon receipt of an invoice from the City for those City Task Force members who are placed on alert or who are activated; and to compensate for the backfilling of those employees while they are activated for a mission, at their contractual rate as negotiated between the City and the union representing its employees. Such compensation shall be subject to the availability of appropriated funds as provided through the Stafford Act.

2) THE CITY AGREES TO:

a) Upon notification, by the County of any activation of the US&R Task Force, release those employees who are deployable members of the US&R task force from their regular assigned duties with the City for any activation with sufficient time to permit the Task Force to meet all deployment requirements as set forth by DHS/FEMA.

b) Familiarize all employees of the City who desire to become members of the Task Force with the DHS and FEMA requirements and provision required under the US&R program as set forth in this Agreement.

c) Provide to the County, verification of all certifications and training requirements as set forth by DHS/FEMA for all City Task Force personnel to permit the Task Force to develop an accurate database for all Task Force members.

d) Permit its employees who are members of the Task Force to attend all Task Force training, deployment exercises and work details as required for their respective position on the Task Force.

e) Except as may be provided by DHS/FEMA regulations for reimbursement through the County as a Sponsoring Agency, seek no reimbursement from the County for services and/or expenses incurred by the City related to this Agreement.

f) Compensate those employees of the City who are members of the task force in accordance with all applicable labor contracts.

g) During non-sanction training events conducted by the task force to meet all national US&R program requirements, cover all employees of the City who are members of the task force with workers compensation coverage.

h) All sanctioned training (sanctioned is defined as training using the national US&R curriculum and receiving approval from the national US&R Program Office prior to the class), alerts and activations will be afforded coverage under 44CFR208 by the federal government.

i) Should any employee of the City is a member of the Task Force be denied any claim for coverage as outlined in 44CFR208 regarding Worker's Compensation by the federal government during any sanctioned training exercise, alert or activation by the federal government, the City of Las Vegas agrees to cover all medical costs for the Task Force member and the City will reserve the right to seek reimbursement from the federal government.

3. PROVISIONS GOVERNING THE ACTIVITIES OF THE TASK FORCE MEMBERS BY WHICH THE PARTIES AGREE TO BE BOUND:

a. Employees of the City who are members of the task force shall abide by all rules adopted by the County and the Code of Conduct forth by DHS/FEMA.

b. If any City employee receiving compensation under this provision is already paid by the City for such expense then said reimbursement should be made to the City.

c. Any member of the task force who is an employee of the City shall be reimbursed for all expenses for travel authorized by the Task Force for attending DHS/FEMA specialized training courses required for the position the member holds within the Task Force team.

d. During all phases of the activation and deployment, City Task Force members who are deployed will be afforded all benefits provided by the Federal Employees Compensation Act (FECA) and the Federal Tort Claims Act (FTCA) as outlined in CFR-44.208 and the Federal Register interpreting those provisions.

e. The parties understand and agree that nothing in this Agreement creates an employment relationship with the respective agency's employee. Other than reimbursement for duties performed under the terms of this Agreement as funded by

DHS/FEMA grant funds, all other employment obligations remain with the jurisdiction under which the employees are employed.

f. Notwithstanding the monetary obligations of this Agreement, this Agreement shall terminate and County's liability and payment obligations thereunder shall be extinguished should DHS/FEMA's governing body fail to appropriate monies for the payment of obligations incurred for the operation of the US&R program.

g. In the event that the US&R Program should be restricted substantially by action of the federal government or agency thereof or the actions of any other governmental entity or agency thereof or by judicial or legislative body, then either party hereto will have the right, upon written notice to the other, to a suspension of this Agreement.

h. Nothing in this section is intended to abrogate any immunity or liability privileges or protections afforded by law to the members of DHS/FEMA Disaster Teams, whether or not such members are considered federal employees at the time of the event giving rise to a claim.

4. EFFECTIVE DATE, MODIFICATION AND TERMINATION

This Agreement becomes effective on the date first written above. It may be amended only by written agreement of the parties duly executed by authorized agents and either party upon thirty (30) days written notice to the other may terminate it.

5. GOVERNING LAWS

In the event of a conflict between Nevada law and federal laws and regulations, Federal Law and Regulations shall prevail over Nevada Law.

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The parties hereto adopt 44 U.S.C. § 208.9 and incorporate its provisions as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
Beverly Bridges, Acting City Clerk

APPROVED AS TO FORM:

Thomas R. Green 5/2/07
Deputy City Attorney Date

CLARK COUNTY

By: _____
RORY REID, Chairman,
Board of County Commissioners

ATTEST:

_____
Shirley B. Parraguirre, County Clerk

APPROVED AS TO FORM:

_____
Deputy District Attorney Date