

**ORDER: ACCEPT MEMORANDUM OF UNDERSTANDING BETWEEN
MISSISSIPPI OFFICE OF HOMELAND SECURITY TASK FORCE
AND LAFAYETTE COUNTY EMERGENCY MANAGEMENT**

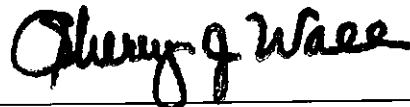
Motion was made by Mike Roberts, duly seconded by Chad McLarty, to accept Memorandum of Understanding between Mississippi Office of Homeland Security Task Force and Lafayette County Emergency Management.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 7th day of May, 2018.

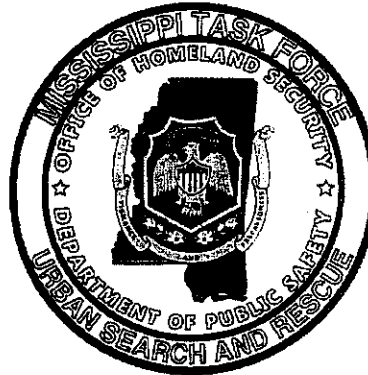

Jeff Busby, President
Board of Supervisors


Sherry Wall, Chancery Clerk

MEMORANDUM OF UNDERSTANDING

Between

The Mississippi Office of Homeland Security / Task Force



Lafayette County Emergency Management



This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Mississippi Office of Homeland Security (MOHS) and the Lafayette County Emergency Management Agency to participate in the Mississippi Task Forces (MTF). This agreement is entered into this ____ day of _____, 2018.

1. Background

Following the terror acts of September 11, 2001, the State of Mississippi, along with many other jurisdictions realized the need to develop local, regional, and statewide capabilities to support large scale search and rescue efforts, which required more than the basic skills. Hurricane Katrina in 2005, again emphasized the need to develop specialized or advanced search and rescue teams. As Mississippi is not only a hurricane prone state, the state has also been subjected to regional tornado outbreaks requiring multiple teams of search and rescue specialist to be deployed immediately and simultaneously to meet the needs of the local jurisdictions.

In the aftermath of the September 11th attacks, the State began the development of regional response teams to meet the threat of Chemical, Biological, Nuclear, Radiological, and Explosive (CBRNE) attacks. To fully address these threats, the original concept was expanded to address large scale, technical search and rescue capabilities. Nine multijurisdictional teams that could provide assistance in structural collapse, technical rescue and hazardous materials incidents within the State were formed which could be activated by the Governor, Mississippi Office of Homeland Security, Mississippi Emergency Management Agency or regional/local emergency management agencies, as needed.

Originally formed under the concept of providing enhanced response capability to terrorist events, the Regional Response Teams transitioned into an all-hazards response capability. The capabilities currently include: hazardous materials response, structural collapse rescue, and technical search and rescue (water, underwater, overland, high-angle, and trench). The Regional Response Teams later transitioned into the three regional Task Forces to provide additional capabilities, consolidate management, and to be fiscally responsible. A fourth Task Force was formed to provide logistics for any deployed Task Force.

2. Purpose

The Purpose of this MOU is to delineate the responsibilities and procedures for the participation in and deployment of the MTF outlined in the various sections of MS Code 33-15.

3. Scope

The provisions of this MOU apply only to Task Force activities performed at the request of the MOHS, provided at the option of the local Sponsoring Agency, and in conjunction with, or in preparation of, a declaration from the Governor of Mississippi for a disaster or emergency and upon activation of the MTF.

4. Definitions

- A. Activation: the process of mobilizing specific Task Forces to deploy to a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear to the predetermined deployment site and be at the disaster site within six hours of the activation notice.
- B. Alert: the process of informing the Task Force that an event has occurred and the Task Force might be activated at some point within a 12 hour time frame.
- C. Incident Commander: the individual in-charge for coordinating relief activities within the disaster site; under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving allocation of resources.
- D. Participating Responder: a credentialed emergency responder on the active Task Force roster providing support to a Task Force under the authority of a Sponsoring Agency.
- E. Sponsoring Agency: a public entity or fire Department that is providing sanctioning authority for members of the Mississippi Task Forces throughout their jurisdiction.
- F. Task Force: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of Urban Search and Rescue operations.
- G. Task Force Leader: an individual responsible for team training, equipment maintenance, mobilization, and tactical direction of the Task Force.
- H. Urban Search and Rescue (US&R): specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in emergency rescue operations.
- I. Working Group: the group appointed by the Mississippi Office of Homeland Security who builds the long and short term goals for the Mississippi Task Forces such as training, funding, operations, and deployment. The working group is made up by six local emergency responders, one appointee by the MOHS, and one appointee by the Mississippi State Fire Academy. The six local emergency responders will be appointed by the three MTF Task Force Leaders and the MOHS.

5. Responsibilities

- A. MOHS shall be responsible for:
 - 1. Coordination between the MTF, sponsoring agencies, MEMA, the State Fire Academy, and other relevant governmental and private parties.
 - 2. Limited funding and technical support for equipment and training specifically aimed at preparing and maintaining a promising Task Force to be a fully implanted Task Force, as prescribed in the MTF manual.
 - 3. Coordinating the replacement and /or rehabilitation of damaged or destroyed equipment used in the course of the operations of Task Force related activities.
 - 4. Provide funding to Task Force members as training becomes available through FEMA, State, and local jurisdictions. Training should be continuous with the

objectives of upgrading, developing and renewing skills as needed to maintain qualifications for particular position on the Task Force.

5. Assist in developing, practicing, and implementing an internal call-out system for the MTF members.
6. Ensuring that asset management requirements set forth by the MOU are enforced.

B. Sponsoring Agency shall be responsible for:

1. Provide participating personnel and equipment for US&R related activities as agreed upon with MOHS and or the Task Force Leadership.
2. Support the recruiting of necessary positions of the MTF to the best of their ability according to the guidelines prescribed in the MTF Manual.
3. Support training of personnel as related to the MTF operations and provide training, with limited support and guidance from MOHS and the Sponsoring Agency. Training should be continuous with the objectives of upgrading, developing, and renewing skills as needed to maintain qualifications for particular position on the MTF.
4. Develop, practice, and implement an internal call out system for your agencies Task Force members.
5. In the event of any activation of the MTF, the participating agency will retain the responsibility for salaries and medical coverage for participating members employed by said Agency; including any expenses accrued because of the back fill and overtime for replacement personnel, up to the time of reimbursement by MEMA, FEMA, or any other agency requesting the MTF
6. Participating Agency will provide worker compensation benefits to participating members employed by said Agency during any training and/or activates approved the MOHS.
7. Ensuring all equipment that was purchased with MOHS funds have proper storage, service, and is in a state of readiness for deployment.

6. Procedures

A. Activation

1. Upon request from the Governor of Mississippi for disaster assistance, and/or determination by MEMA, FEMA, or any other agency requesting the MTF the pre-positioning of Task Forces is prudent, MEMA, FEMA, or any other agency requesting the MTF shall request the activation of forces necessary to responded to the emergency or disaster situation.
2. Activation notices shall be communicated by MEMA, FEMA, or any other agency requesting the MTF through the appropriate channels: Task Force Leaders and the Sponsoring Agency.

B. Mobilization, Deployment, and redeployment

1. The Task Force Leader with support from the local Sponsoring Agency shall notify members of the MTF activation.
 2. The Task Force Leader will provide a time and rendezvous location, equipment needed, and description of activation to the local Sponsoring Agency.
 3. Upon arriving at the deployment area MOHS will provide logistical support such as food and housing.
- C. Command and Control
1. MOHS has overall command and control of the Task Forces.
 2. Tactical employment of the MTF may be passed from MOHS to the local or on-site incident Commander within a disaster area.

7. Financial Agreements

- A. Task Force members shall be compensated in accordance with pay schedules and policies set forth by the Federal, State, and local Government as determined prior to implementation of this agreement.
- B. Task Force members shall be reimbursed for travel and per diem costs in accordance with Federal travel regulations, unless otherwise authorized.
- C. Personnel shall receive their normal pay for their scheduled work days, and overtime pay for any days off while deployed. The participating agency shall be reimbursed for both the straight and overtime pay of any deployed member in addition to any backfill differential pay for that member's replacement of scheduled work days.
- D. Members shall be reimbursed for reasonable personal costs of operations of maintenance incurred in conjunction with disaster operations.
- E. Any reasonable expense incurred by an organization in filling a Task Force member's position while the Task Force member has been activated will be paid for by MEMA, FEMA, or any other agency requesting the MTF. The Agencies will not pay personnel costs above the normal and usual rate for the position. It is expressly agreed and understood by MEMA, FEMA, or any other agency requesting the MTF and the local jurisdiction that such personnel reasonably include overtime compensation; if the local jurisdiction is required to pay such compensation costs in filling positions deemed critical for public safety and well-being.
- F. Rehabilitation or replacement costs of operational equipment will be reimbursed if the piece of equipment was used at a disaster site or training exercise, as authorized by by MEMA, FEMA, or any other agency requesting the MTF. While these agencies will consider on a case-by-case basis the replacement of lost or stolen equipment.
- G. No Task Force or any Task Force member shall be reimbursed for costs incurred by activation outside the scope of this agreement.

8. Reporting Requirements

- A. The Sponsoring Agency will submit the required financial and activity reports to MOHS, MEMA, FEMA, or any other agency requesting the MTF in accordance with set policies.

- B. The Sponsoring Agency will submit in writing to the Task Force Leaders all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The qualifications list will be submitted as new members are admitted to positions on the Task Force during the annual sign up.
- C. Verification of Task Force member credentials, as they relate to the criteria outlined in the MTF manual, will be submitted on an annual basis and at other times as requested by MOHS.

9. Conditions, Amendments, and Termination

- A. This Memorandum may be modified or amended only with written agreement of all parties and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.

10. Liability

- A. For the purposes of worker's compensation and long-term disability, Task Force members who perform disaster relief functions in connection with this MTF program will be considered performing within the scope of their employment with the sponsoring jurisdiction, and as such, subject to the State or local worker's compensation laws. The sponsoring jurisdiction shall be reimbursed by MEMA, FEMA, or any other agency requesting the MTF for the payment of these benefits and expenses incurred as the result of a disaster response.

Director or Chief of
Sponsoring Agency

Title

Date

MOHS Director

Title

Date