

MEMORANDUM OF UNDERSTANDING

DOUGLAS COUNTY SHERIFF'S OFFICE & LAWRENCE-DOUGLAS COUNTY FIRE AND MEDICAL DEPARTMENT

I. GOALS AND OBJECTIVES

WHEREAS, Douglas County, Kansas and the *Douglas County Kansas Sheriff's Office (DGSO)*, in an effort to enforce federal, State and local laws relating to the crime of Arson and Arson related crimes, has requested the investigative assistance of the *Lawrence-Douglas County Fire and Medical Department's (LDCFM) Fire Investigation Unit (FIU)* in serving the citizens of Rural (unincorporated) areas of Douglas County, Kansas.

WHEREAS, the different jurisdictional powers and responsibilities of the *LDCFM FIU* and the *DGSO* require these two public safety agencies to execute this *Memorandum of Understanding* ("MOU"). The purpose of this MOU is to define and enumerate the legal responsibilities, obligations and liabilities of the *DGSO* and the *LDCFM FIU*, when the *LDCFM FIU* is assisting the *DGSO* in conducting the investigation of arsons, suspected arsons, any fire resulting in significant injury or death to a person(s), and/or any fire that results in significant property loss, that occur in Douglas County, Kansas, outside the city limits of Lawrence, Kansas.

WHEREAS, the purpose of this MOU is to promote effective law enforcement operations to investigate suspected crimes of Arson and to enhance the public safety of the citizens of Douglas County; and

WHEREAS, the *DGSO* and the *LDCFM FIU* seek to establish policies and procedures to promote effective investigations of Arson crimes through the granting of limited *Special Deputy status* to the *LDCFM Firefighters* assigned to *LDCFM FIU*, and to establish an agreement for the *indemnification* for liabilities that may arise through activity taken under the terms of this MOU.

II. DECLARATION OF SPECIAL DEPUTIZATION

- A. *LDCFM Firefighters/Fire Investigators*. Any duly authorized and qualified *LDCFM Firefighter* assigned to the *LDCFM Fire Investigation Unit* and who is a *State of Kansas Fire Marshalls Office Certified Fire Investigator II* may be granted a limited *Special Deputy status* by the Sheriff of Douglas County, Kansas pursuant to K.S.A. 19-805 & 19-805a. This limited *Special Deputy status* shall authorize and empower those *LDCFM Fire Investigators* to enforce federal, state, and local laws throughout Rural areas of Douglas County, Kansas, as so provided in this *Memorandum of Understanding*, and as specifically directed by the Sheriff of Douglas County. (See, the *Declaration of Special Deputy Status* signed by the Sheriff and each *LDCFM Fire Investigation Unit* member.)

III. REFUSAL OR REVOCATION OF COMMISSION

Notwithstanding any provision of this MOU, each person commissioned as a *DGSO Special Deputy* under the provisions of this MOU shall serve at the pleasure of the Sheriff of Douglas County Kansas. The Douglas County Sheriff expressly reserves the right to refuse to grant *Special Deputy Status*, or to revoke an earlier grant of *Special Deputy Status*.

IV. SUPERVISION OF THE *LDCFM FIRE INVESTIGATORS DESIGNATED AS DGSO SPECIAL DEPUTIES*

In coordination with the *DGSO* Supervisor, the *LDCFM FIU* Supervisor, shall supervise the *LDCFM Fire Investigators*, who are engaged with the *DGSO* in carrying out the *General Duties*, as described in paragraph V, Sections A, B, C, and D, below in this *MOU*.

V. DESCRIPTION OF *GENERAL DUTIES*

The Firefighters in the *LDCFM Fire Investigation Unit* when so directed by the *LDCFM* Chief or designee in response to the request of the *DGSO* Sheriff, are authorized pursuant to K.S.A. 2016 Supp. 31-157, to assist the *DGSO* in conducting fire and arson investigations in Douglas County, Kansas, outside the city limits of Lawrence, Kansas. The *LDCFM* Fire Investigators when so assigned to assist the *DGSO* shall have the following *General Duties*, and shall carry out the assigned *General Duties* in accordance with *DGSO* and *LDCFM* Policy and Procedures, rules and regulations, and the law:

- A. Assisting the *Douglas County Sheriff's Office* in the investigation of arsons, suspected arsons, any fire resulting in significant injury or death to a person(s), and/or any fire that results in significant property loss, that occur in rural Douglas County, Kansas, outside the city limits of Lawrence, Kansas.
- B. Assist the *Douglas County Sheriff's Office*, if so directed by the Sheriff in agreement with the *LDCFM* Chief or designee, in making arrests, for violations related to any fire or explosion in which arson or attempted arson occur, or in which there is an attempt or suspected attempt to defraud an insurance company.
- C. Assist the *Douglas County Sheriff's Office*, if so directed by the Sheriff in agreement with the *LDCFM* Chief or designee, in executing search warrants relating to suspected violations of these laws.
- D. Undertake and/or participate in other investigations and law enforcement related duties as if so directed by the Sheriff in agreement with the *LDCFM* Chief or designee.

VI. NO REMUNERATION UNLESS SEPARATELY AGREE

It is mutually agreed that no monetary exchange or remuneration shall be due by either agency to the other for any assistance which may be requested for services which may be rendered by one agency to the other agency unless such payment or remuneration shall be agreed upon separately and apart from this MOU.

VII. INDEMNIFICATION

Douglas County and the *Douglas County Sheriff's Office* agree to indemnify, defend, and hold harmless the *City of Lawrence*, the *Lawrence-Douglas County Fire and Medical Department* and its Chief, Firefighters, agents, and employees against any and all claims, suites, actions, judgments, debts, damages, costs, charges, and expenses, including court costs and attorneys' fees, and against all liability from property damage, personal injury, or death resulting directly or indirectly therefrom, as a result of any acts or omissions of the *Douglas County Sheriff's Office*, either active or passive, or those of its deputies, agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this MOU.

The *City of Lawrence* and the *Lawrence-Douglas County Fire and Medical Department* agree to indemnify, defend, and hold harmless *Douglas County* and the *Douglas County Sheriff's Office*, the Sheriff, its deputies, agents and employees against any and all claims, suits, actions, judgments, debts, damages, costs, charges, and expenses, including court costs and attorneys' fees, and against all liability from property damage, personal injury, or death resulting directly or indirectly therefrom, as a result of any acts or omissions of the *Lawrence-Douglas County Fire and Medical Department*, either active or passive, or those of its officers, agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this MOU.

VIII. INSURANCE

The parties shall be insured with respect to their obligations.

IX. DEFENSES NOT WAIVED

The MOU shall not constitute a waiver of any legal defense that the *City of Lawrence*, the *Lawrence-Douglas County Fire and Medical Department*, its officers or employees, or *Douglas County*, the *Douglas County Sheriff's Office*, its deputies or employees may have in any civil or criminal action brought pursuant to the implementation of this MOU. Additionally, no party to this MOU waives any rights or defenses available under the *Kansas Tort Claims Act* or any other applicable state or federal law.

X. AMENDMENTS

This MOU may be amended by the mutual assent of all parties. Any amendments shall be in written form signed by all parties and shall become a part of this MOU.

XI. REVOCATION

This MOU may be revoked by either party upon thirty (30) days written notice to the other parties.

XII. REVIEW OF MOU

It is mutually agreed that the parties to this MOU will conduct, both individually and jointly, an annual review. The parties also agree to meet annually, at a time and place agreed upon by the parties, to discuss in good faith any problems or mutual concerns identified during the term of this MOU, and amend the MOU accordingly, if appropriate.

DOUGLAS COUNTY SHERIFF

CITY OF LAWRENCE, KANSAS


Kenneth M. McGovern, Sheriff

Mark Bradford, Chief
Lawrence-Douglas County Fire and Medical
Department of Lawrence, KS