MEMORANDUM OF UNDERSTANDING (MOU)

Between the

Office of the State Fire Marshal (OSFM)

And

Lawrence-Douglas County Fire Medical,

a Participating Agency in the

Kansas Search & Rescue Response System

1.0 Purpose

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to the development and deployment of regional Urban Search & Rescue (US&R) resources.

In particular, this MOU is intended to:

- Coordinate and support the development of comprehensive regional and state response plans that will provide for a coordinated response by regional US&R resources.
- Coordinate regional and state efforts through equipment standardization, training, and operational guidelines for regional US&R resources.
- Maintain consistency and coordination with other regional, state, and federal resources, including federal & state US&R task forces and/or teams.

2.0 Background

Urban Search & Rescue is a multi-hazard discipline that involves the location, extrication, and initial medical stabilization of victims trapped or missing as a result of a man-made or natural disaster. While a tornado or other significant weather event is often the cause, victims can also be trapped by events such as winter storms, mine or bridge collapses, wide area flooding, or a number of other significant events. These events can occur in rural areas, suburban areas, or in densely populated urban areas. They may be slow in developing, as in the case of winter storms or wide area river flooding, or they may be sudden, as in the case of an earthquake, explosion, or tornado.

Since these types of catastrophic events can quickly overwhelm first responders, it is critical that there is a comprehensive statewide response system in place that can quickly provide resources for search and rescue operations that are beyond the capabilities of local responders. These events require a highly coordinated response by personnel specially trained and equipped to deal with the unique challenges presented by collapsed or unstable structures, floods, or other complex rescue situations.

House Bill 2097, which was enacted by the Kansas Legislature in May 2015 and codified at K.S.A. 75-1518, et seq., designated the OSFM as the Administrative Agency for the Kansas Search & Rescue Response System, and authorized the OSFM to enter into agreements to establish regional search and rescue teams to respond to search and rescue incidents. HB 2097 further authorized the OSFM to develop rules and regulations governing the composition, training requirements, response, and operations of those regional search and rescue teams.

The State of Kansas is divided geographically into seven (7) Homeland Security regions: Northwest (NW), Southwest (SW), North Central (NC), South Central (SC), Northeast (NE), Southeast (SE), and the Kansas City Metro (KCM). A US&R resource (Task Force or Team), made up of Participating Agencies and other individual resources, is being developed and typed according to the National Incident Management System (NIMS) "Resource Typing Definitions for Mass Search and Rescue Operations". In addition, a Sponsoring Agency has been identified in each region to provide regional oversight and coordination for the US&R resource. This organizational structure and process will maximize coordination and efficiency during a disaster response at the state, regional, or national level.

3.0 Office of the State Fire Marshal Responsibilities

The OSFM agrees to:

- Provide the primary point of contact for interstate or intrastate requests for US&R resources.
- Provide administrative oversight for the typing and credentialing of the regional US&R resources.
- Coordinate and support strategic planning for the development of the Kansas Search Rescue Response System and assist with strategic planning for each regional US&R resource.
- Adopt the national US&R standard for the Kansas Search & Rescue Response System and assist the regional US&R resources in meeting that standard.
- Develop plans, policies & procedures, standard operating guidelines, etc. to support the Kansas Search & Rescue Response System and assist in the development of the same for each regional US&R resource.
- Coordinate the statewide standardization of US&R equipment and personnel through the use of the state's Comprehensive Resource Management & Credentialing System (CRMCS).
- Provide and maintain system wide communications through policy development and the management of a statewide notification and alerting system.
- Pursue agreements, policies/procedures, etc. that will allow other deployable individuals to respond with the regional US&R resources. *Examples include canine handlers, physicians, structural engineers, or other professionals unaffiliated with a Participating Agency.*
- Develop other ancillary resources and agreements that will support the regional US&R resources during training, exercise, or disaster response.
- Coordinate and/or deliver the training and exercise required for Participating Agency members to meet the position specific training requirements contained in the national US&R standard.

3.5 Reimbursement

Training/Exercise

- Provide or reimburse costs *(registration, POV mileage, lodging, meals)* associated with Participating Agency members attending training or exercise authorized by the OSFM. Reimbursement is subject to available budgeted funds and will be determined prior to each event.
- Provide for the replacement of expendable items used by the Participating Agency during training or exercise authorized by the OSFM. Reimbursement is subject to available budgeted funds and will be determined prior to each event.

Incident Response

- Provide reimbursement for each Participating Agency member's regular hourly rate for deployments outside the region, for actual work and travel time beginning with notification and ending with return to the Point of Departure or other designated location. Reimbursement for significant events inside the region may also be available if approved by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.
- Reimburse roundtrip mileage at the current state mileage rate for any deployed vehicle.
- Provide for the replacement of expendable items used by the Participating Agency during an incident response authorized by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.
- Assist the Participating Agency in securing other reimbursement that may be available for state to state deployments or federally declared disasters.

4.0 Participating Agency Responsibilities

The Participating Agency agrees to:

- Provide an "enabling authority" to participate in the Kansas Search and Rescue Response System through documentation of resolution, executive order or other such documents as utilized by each Agency's governing body.
- Participate in strategic planning at the agency, regional and state level for the development of a state search and rescue response system.
- Participate in the development and maintenance of a regional US&R resource that is typed according to the NIMS Resource Typing Definitions for Mass Search & Rescue Operations.
- Develop an internal notification system and assist the Sponsoring Agency in maintaining a deployable roster for the regional US&R resource.
- Assist the Sponsoring Agency with the development and maintenance of regional response plans, policies & procedures, standard operating guidelines, etc. as required support the Kansas Search & Rescue Response System.
- Follow policies and procedures set forth in the Kansas Search & Rescue Response System, including the national US&R standard, general and position specific training requirements, participation in regional and state training and exercise, and documentation guidelines.
- Participate in the development and support of regional Homeland Security projects to support the regional US&R resource.
- Provide for the visibility of Participating Agency personnel and equipment designated for deployment as part of the US&R resource through the use of the state's Comprehensive Resource Management & Credentialing System (CRMCS).

- Maintain a personnel file for each Participating Agency member that follows a standardized content and organizational structure designated by the OSFM.
- Ensure that Participating Agency members are prepared to deploy with the regional US&R resource, enabling the US&R resource to respond within 2 hours of notification, with the capability of being self-sufficient for up to 72 hours.
- Maintain the readiness of all Participating Agency equipment and vehicles designated for deployment as part of the US&R resource, including the documentation of appropriate safety inspections, maintenance, and replacement schedules.
- Maintain worker's compensation insurance on Participating Agency members during authorized training, exercise, or deployment as part of the regional US&R resource or as an individual resource.
- Provide the necessary personal protective equipment and other required equipment for Participating Agency members assigned to the regional US&R resource.
- Provide reimbursement documentation requested by the OSFM within ten (10) business days of the training/exercise event or incident.

5.0 Compliance Standards

Both parties agree to comply with all applicable federal, state, and local statutes and regulations, including the national US&R standard and the National Incident Management System (NIMS).

6.0 Acts of God

Neither party shall be responsible for delay or default caused by fire, riots, acts of God and/or war which are beyond the party's reasonable control.

7.0 State Tort Claims Act

Upon commencing and while engaged in an authorized search and rescue incident response or while participating in pre-approved training or exercise pursuant to this agreement, members of the Participating Agency shall be deemed to be employees of the OSFM and the State of Kansas, for the purposes of the Kansas Tort Claims Act (KTCA), K.S.A. 75-6101 *et seq*. For persons who already meet the definition of employee at K.S.A. 75-6102(d) (1), this designation shall be supplemental to and not a substitution for the employee's pre-existing KTCA coverage and/or liability. This agreement does not in any way waive any sovereign or governmental immunity of the OSFM, the State of Kansas, or the Participating Agency.

The Participating Agency shall immediately give notice in writing to the OSFM of any demand, request, or occurrence that may reasonably give rise to a claim against the Participating Agency, the OSFM, or State of Kansas. The Participating Agency shall follow the procedural requirements for notice to the Attorney General and all other provisions of the tort claims act, K.S.A. 75-6101, *et seq.*

8.0 Severability

If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

9.0 Confidentiality

Each party agrees that except as otherwise required by law, they shall not disclose each other's confidential information to a third party without the written consent of the other party. The rights and obligations set forth herein shall survive termination of the agreement. Any duty under this sub-section shall be subject to and interpreted consistently with the Kansas Open Records Act, K.S.A. 45-201 et seq. and other provisions of law.

10.0 Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without the prior written approval of both the OSFM and the Participating Agency.

11.0 Right of Refusal

The Participating Agency agrees to respond to all OSFM requests as part of the regional US&R resource except when the Participating Agency's resources are committed to an emergency in its own jurisdiction or committed to an emergency in another jurisdiction pursuant to existing inter-local agreements, or conditions in the Participating Agency's response area are such that adequate emergency services cannot be maintained. In that event, the local response and concerns shall have priority.

The Participating Agency is responsible for ensuring that the Sponsoring Agency and/or Duty Officer maintains ongoing situational awareness of the Participating Agency's status and ability to respond as part of the regional US&R resource.

12.0 Termination

This agreement may be terminated by mutual consent of both parties at any time or by either party upon thirty (30) days advance notice in writing.

13.0 Approvals

Participating Agency's representative certifies by their signature herein that he/she has the necessary and lawful authority to enter into this agreement with the Office of the State Fire Marshal.

Participating Agency Representative	**Doug Jorgensen** **Office of the State Fire Marshal**
Date	3-13-18 **Date**