

**SPONSORING AGENCY
MEMORANDUM OF UNDERSTANDING**



This Memorandum of Understanding (the “MOU”) is hereby entered into this ____ day of _____, 201__, by and between, the Office of the State Fire Marshal (“OSFM”) and _____, acting by and through the _____.

I. General Provisions

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 an Urban Search & Rescue (US&R) resource in the _____ region called Kansas Task Force __, hereafter referred to as KS-TF__; to memorialize the appointment of the _____ as a Participating Agency and as the Sponsoring Agency for KS-TF__; to identify the roles and responsibilities of the _____ as a Participating Agency and as a Sponsoring Agency; and to identify the roles and responsibilities of the OSFM as the Administrative Agency for the Kansas Search & Rescue Response System.

1.1 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 response system in place that can quickly provide resources for search and rescue operations, in specific regions within Kansas, or in surrounding states. 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.

K.S.A. 75-1518, 2015 Supp., 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. That statute 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). This MOU is specifically related to the responsibilities of the parties hereto as to the _____ region.

1.2 Severability

If any provision of this MOU 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 MOU did not contain the particular provision held to be invalid.

1.3 Amendments

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

1.4 Material Breach

If either party considers the other to be in material breach of this MOU, said party will notify the other in writing of same and provide the other party fourteen (14) days to respond, cure, or propose mutual termination of the MOU pursuant to Section 1.5 below. The parties agree this is the only remedy for breach of this MOU and disclaim all other remedies available in equity or at law.

1.5 Termination

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

1.6 Approvals

_____’s representative certifies by their signature herein that he has the necessary and lawful authority to enter into this MOU with the Office of the State Fire Marshal.

II. Provisions Related to the Participating Agency on KS-TF__

2.0 Appointment of the Participating Agency

OSFM hereby appoints the _____ as a Participating Agency on KS-TF__. Such appointment is not exclusive and the parties understand that other jurisdictions will also be appointed as Participating Agencies for the _____ region and that all of such Participating Agencies will work together to provide a US&R resource for the _____ region called KS-TF__. The _____ hereby accepts such appointment and commits to provide the necessary personnel and equipment to participate with other similar agencies in the formation of KS-TF__ in the _____ region.

2.1 Office of the State Fire Marshal Responsibilities

The OSFM, in support of the formation of KS-TF___, agrees to:

- Provide the primary point of contact for requests for KS-TF___ in other regions or outside of Kansas.
- Provide administrative oversight for the typing and credentialing of KS-TF___.
- Coordinate and support strategic planning for the development of the Kansas Search Rescue Response System and assist with strategic planning for KS-TF___.
- Adopt the national US&R standard for the Kansas Search & Rescue Response System and assist KS-TF___ 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 KS-TF___.
- 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 resources to respond with KS-TF___ . *Examples include canine handlers, physicians, structural engineers, or other professionals unaffiliated with a Participating Agency.*
- Develop other ancillary resources and agreements that will support KS-TF___ during training, exercise, or disaster response.
- Coordinate and/or deliver the training and exercise required for _____ members to meet the general and position specific training requirements contained in the national US&R standard.

2.2 Reimbursement

OSFM further agrees to:

Training/Exercise

- Provide or reimburse costs (*registration, POV mileage, lodging, meals*) associated with _____ 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 _____ 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 _____ 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 vehicle deployed by the _____ as part of KS-TF___.
- Provide for the replacement of expendable items used by the _____ during an incident response authorized by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.
- Assist the _____ in securing other reimbursement that may be available for state to state deployments or federally declared disasters.

2.3 Participating Agency Responsibilities

_____ agrees to:

- Provide evidence, if requested, of documentation (an “enabling authority”) that authorizes the _____ to participate in the Kansas Search and Rescue Response System, and to enter into this MOU. Such documentation may consist of a resolution of the governing body of _____, or an executive order issued by _____, or other such documents as utilized by _____.
- 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 KS-TF__, a US&R resource in the ____ region that is typed according to the NIMS Resource Typing Definitions for Mass Search & Rescue Operations.
- Develop an internal notification system and maintain a deployable roster for participation on KS-TF__.
- Assist in the development and maintenance of regional response plans, policies & procedures, standard operating guidelines, etc. as required to 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 KS-TF__.
- Provide for the visibility of _____ personnel and equipment designated for deployment as part of KS-TF__ through the use of the state’s Comprehensive Resource Management & Credentialing System (CRMCS).
- Maintain a personnel file for each participating _____ member that follows a standardized content and organizational structure designated by the OSFM.
- Ensure that _____ members are prepared to deploy with KS-TF__, enabling KS-TF__ to respond within 2 hours of notification, with the capability of being self-sufficient for up to 72 hours.
- Maintain the readiness of all _____ equipment and vehicles designated for deployment as part of KS-TF__, including the documentation of appropriate safety inspections, maintenance, and replacement schedules.
- Maintain worker’s compensation insurance on _____ members during authorized training, exercise, or deployment as part KS-TF__, or as an individual resource.
- Provide the necessary personal protective equipment and other required equipment for _____ members assigned to KS-TF__.
- Provide reimbursement documentation requested by the OSFM within ten (10) business days of the training/exercise event or deployment.

2.4 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).

2.5 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 _____ 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, the _____ or the _____.

The _____ 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 _____, the OSFM, or State of Kansas, and arising out of the subject matter of this MOU. The _____ 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.*

2.6 Right of Refusal

The _____ agrees to respond to all OSFM requests as part of KS-TF__ except when the _____'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 _____'s response area are such that adequate emergency services cannot be maintained. In that event, the local response and concerns shall have priority.

III. Provisions Related to the Sponsoring Agency for KS-TF__

3.0 Appointment of the Sponsoring Agency

OSFM hereby appoints the _____ as the Sponsoring Agency for KS-TF__.
_____ hereby accepts such appointment.

3.1 Sponsoring Agency Responsibilities

_____, as the Sponsoring Agency agrees to:

- Be the primary point of contact for KS-TF__.
- Provide a communications link between the Office of the State Fire Marshal (OSFM) and the Participating Agencies and Affiliated Members on KS-TF__.
- Coordinate strategic planning for KS-TF__, as well as the development of regional response plans, standard operating procedures, and other plans and procedures required by the national US&R standard.
- Provide day-to-day oversight, including an overall readiness assessment of KS-TF__ and keep the OSFM apprised of any changes in the deployability of KS-TF__.
- Represent the ____ region on the Kansas Search & Rescue Advisory Group.
- Maintain a 24/7 point of contact for the activation of KS-TF__.

- Ensure that KS-TF__ has a comprehensive communications system in place for the notification of members and other supervisory personnel on each Participating Agency.
- Assist the OSFM with the initial and ongoing assessment of training and equipment needs for KS-TF__.
- Receive and approve applications for membership on KS-TF__ according to procedures identified in the Kansas Search & Rescue Response System application packet.
- Develop staffing for KS-TF__ that is a minimum of two (2) deep and a maximum of three (3) deep for each position.
- Provide the necessary oversight to ensure that each member of KS-TF__ meets the necessary license, certification or other professional qualification requirements for their assigned position at time of deployment. Further ensure that each Participating Agency has the documentation on file to verify currency for their participating members.
- Provide an organizational chart to the OSFM each month for KS-TF__ according to the designated NIMS typing for urban search and rescue and water/flood rescue.
- Coordinate all regional training for KS-TF__.

(Sponsoring Agency Representative)

Doug Jorgensen
Office of the State Fire Marshal

Date

Date