

MEMORANDUM OF UNDERSTANDING (MOU)



Between the
Office of the State Fire Marshal (OSFM)
And



an Affiliated Member 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 use of **Affiliated Members** as either individual resources or members of a regional US&R resource. Affiliated Members are those members that are not employed by one of the Participating Agencies that make up a regional US&R resource.

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 further 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) is being developed in each region and typed according to the National Incident Management System (NIMS) "Resource Typing Definitions for Mass Search and Rescue Operations".

While the OSFM has entered into agreements with several Participating Agencies in each region, it is recognized that the Participating Agencies alone are not able to staff several critical positions required on a US&R resource, i.e. Canine Search Specialist; Medical Team Manager (Physician); and Structures Specialist (Engineer). In addition, other positions on a US&R resource may be filled by professionals not employed by one of the Participating Agencies. Affiliated Members are essential toward allowing the regional US&R resources to not only fill critical positions, but to meet the staffing requirements of the national US&R standard.

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, including individual resources.
- Provide administrative oversight for the typing and credentialing of the regional US&R resources and individual search and rescue 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.
- 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.
- Develop other ancillary resources and agreements that will support the regional US&R resources and individual resources during training, exercise, or disaster response.
- Recruit and support Affiliated Members needed for the Kansas Search & Rescue Response System.
- Coordinate and/or deliver the training and exercise required for Affiliated Members to meet the position specific training requirements contained in the national US&R standard.
- Ensure that the necessary personal protective clothing and equipment is provided for each Affiliated Member.

3.5 Reimbursement

Training/Exercise

- Provide or reimburse costs (*registration, POV mileage, lodging, meals*) associated with Affiliated Member attendance at training and/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 Affiliated Members 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 to each Affiliated Member for deployments, for actual work and travel time beginning with notification and ending with return to the Point of Departure or other designated location. Reimbursement is subject to funds available in the Emergency Response Fund.
- Reimburse roundtrip mileage at the current state mileage rate for any vehicle utilized by an Affiliated Member during an incident response authorized by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.
- Provide for the replacement of expendable items used by the Affiliated Member during an incident response authorized by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.

4.0 Affiliated Member Responsibilities

The Affiliated Member agrees to:

- Complete all requirements of the Kansas Search & Rescue Application Packet.
- 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.
- Be prepared to deploy with the regional US&R resource or as an individual resource 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 the US&R resource or as an individual resource, including the documentation of appropriate safety inspections, maintenance, and replacement schedules.
- Provide immediate notification to the OSFM, and the US&R resource if assigned, as to any change in availability or contact information.
- Provide reimbursement documentation requested by the OSFM within ten (10) business days of the training/exercise event or incident.
- Maintain adequate insurance coverage to provide for the accidental injury or death to the Affiliated Member during training, exercise, or deployment, either as part of a regional US&R resource or as an individual resource. ***(The OSFM is in the process of developing legislation for consideration by the Kansas Legislature in the 2017 session. However, there is currently no mechanism for the OSFM to provide workers compensation insurance to Affiliated Members.)***

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, Affiliated Members 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.

The Affiliated Member 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 Affiliated Member, the OSFM, or State of Kansas. The Affiliated Member 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 Affiliated Member.

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.

Affiliated Member Name (Print)

Doug Jorgensen, Office of the State Fire Marshal

Affiliated Member Signature

Date

Date