



**AFFILIATED MEMBER
MEMORANDUM OF UNDERSTANDING (MOU)**

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

As an Affiliated Member in the Kansas Search & Rescue Response System

1.0 Purpose

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

This MOU is intended to:

- Coordinate and support the development of comprehensive regional and state plans that will provide for a coordinated response by Urban Search & Rescue (US&R) resources.
- Coordinate regional and state efforts through equipment standardization, training, and operational guidelines.
- Maintain consistency and coordination with other regional, state, and federal resources, including federal and state US&R task forces and/or teams.
- Provide for the availability of services and expertise required to respond to disaster events where such services and expertise are not available on staff at a Participating Agency in the state.

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 because 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 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 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). According to the capability identified in each region, a US&R resource (Task Force or Team) made up of **Participating Agencies** and **Affiliated Members** was formed and typed according to the National Incident Management System (NIMS) "Resource Typing Definitions for Mass Search and Rescue Operations". To provide oversight and coordination for each regional US&R resource, one (1) Participating Agency in each region was designated as the **Sponsoring Agency**.

Affiliated Members are individuals that are not employed by one of the Participating Agencies in a region and generally staff critical positions required on a US&R resource, i.e. canine handlers, physicians, or engineers. Other positions on a US&R resource may also be filled by professionals not employed by a Participating Agency.

3.0 Office of the State Fire Marshal Responsibilities

The OSFM agrees to:

- Serve as 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 and support the national US&R standard and assist the regional US&R resources in meeting that standard as it applies to the typing of each resource.
- 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 using 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 or assist the regional US&R resources. *Examples include canine handlers, physicians, engineers, or other professionals not employed by a Participating Agency.*
- Develop other ancillary resources and Agreements that will support the individual and regional US&R resources during training, exercise, and disaster response.

- Coordinate and/or deliver the training and exercise required for 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 or available for each Affiliated Member.
- Provide Workers Compensation coverage for the Affiliated Member for injuries occurring during authorized training and/or response under this Agreement.

3.5 Reimbursement

Training/Exercise

- Reimbursement for training and/or exercise attended by any Affiliated Member is subject to the guidelines set forth in Administrative Guideline 03 – Member & Agency Reimbursement.

Incident Response

- Reimbursement for incident response by any Affiliated Member is subject to the guidelines set forth in Administrative Guideline 03 – Member & Agency Reimbursement.

4.0 Affiliated Member Responsibilities

As an Affiliated Member, the Member agrees to:

- Follow all administrative policies, procedures, and guidelines set forth in the Kansas Search & Rescue Response System Administration Manual and supporting documents.
- 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.
- Complete the Participation/Non-Participation supplement regarding participating on a state US&R resource designated as Kansas Task Force 1 (KS-TF1) or as an individual resource deployed on an interstate response.

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 State Tort Claims Act

The Kansas Tort Claims Act (KTCA), K.S.A. 75-6101 *et seq.* and amendments thereto, applies to all claims for liability related to the performance of this Agreement, except as provided in the Workers Compensation Act (WSA), K.S.A. 44-501 *et seq.*, and amendments thereto. Affiliated Members performing under this Agreement shall be deemed employees in accordance with the KTCA and/or the WCA during authorized training or response under this Agreement. This Agreement does not waive any other sovereign or governmental immunity or other defenses of the OSFM, the State of Kansas, or the Affiliated Member.

The Affiliated Member shall immediately give notice in writing to the OSFM and the Kansas Attorney General of any demand, request, or occurrence that may potentially give rise to a claim against the Affiliated Member, the OSFM, or the State of Kansas under the KTCA and shall follow all provisions of the KTCA. In the event of injury to the Affiliated Member during authorized training or response under this Agreement, the Affiliated Member shall immediately give notice in writing to the OSFM and shall follow all provisions of the WCA.

7.0 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 provision held to be invalid.

8.0 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 amendments thereto, and other provisions of law.

9.0 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.

10.0 Termination

This Agreement may be terminated by either party upon thirty (30) days' written notice or at any time by mutual consent of the parties. Such mutual consent must be recorded in writing and signed by both parties.

Affiliated Member

Office of the State Fire Marshal

Printed Name

Printed Name

Signature

Signature

Date

Date

Participation on Kansas Task Force 1

This is a supplement to the MOU between the Office of the State Fire Marshal and each Affiliated Member in the Kansas Search & Rescue Response System, specifically regarding the Affiliated Member's participation on Kansas Task Force 1 (KS-TF1).

In order to ensure a high level of readiness to deploy resources out of Kansas in response to a request for assistance from another state, through the Emergency Management Assistance Compact (EMAC), the OSFM will recruit the personnel and equipment necessary to maintain a NIMS Type 3 US&R task force and a NIMS Type 2 Swiftwater/Flood Rescue Team. In keeping with the requirements of the national US&R standard, each position will be filled three-deep with individuals that are fully qualified according to their assigned position. Each resource will be divided into a Red, White, and Blue team, each of which can be deployable out of state on a rotational basis, for as long as fourteen (14) days.

Select one of the following options:

I **will not** participate in interstate responses as a part of KS-TF1 but will continue to be available for local, regional, and intrastate responses.

Printed Name

Signature

Date

I **will** participate in interstate responses as a part of KS-TF1 and continue to be available for local, regional, and intrastate responses.

Printed Name

Signature

Date