



***PARTICIPATING AGENCY
MEMORANDUM OF UNDERSTANDING (MOU)***

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

As a Participating Agency 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 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). 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.

3.5 Reimbursement

Training/Exercise

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

Incident Response

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

4.0 Participating Agency Responsibilities

As a Participating Agency, the Agency agrees to:

- Provide an “enabling authority” through resolution, executive order, or other such document as utilized by the Agency’s governing body to authorize the Chief/Director to participate in the Kansas Search and Rescue Response System.
- 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 and maintain an internal notification system that will ensure the timely notification of all deployable members.
- Identify and maintain the agency commitment for personnel and equipment that will contribute to the development of a deployable regional US&R resource, including the formation of organizational charts (red/white/blue) that provide 24/7 staffing at least 2-3 deep in each functional position, except those positions identified as the responsibility of the OSFM. *(This bullet only applies to Type 3 and 4 US&R task forces)*
- Assist in the development and maintenance of regional response plans, policies & procedures, standard operating guidelines, etc. as required to support the regional US&R resource and the Kansas Search & Rescue Response System.
- Follow all administrative policies, procedures, and guidelines set forth in the Kansas Search & Rescue Response System Administration Manual and supporting documents.
- Participate in the development and support of regional Homeland Security projects to support the regional US&R resource and the Kansas Search & Rescue Response System.
- Provide for the visibility in the state’s Comprehensive Resource Management & Credentialing System (CRMCS) of Agency personnel and equipment designated for deployment as part of the state or regional US&R resource.
- Maintain a personnel file for each Agency member that follows the standardized content and structure designated in the Administration Manual.
- Ensure that deployable 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 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 Agency members during authorized training, exercise, or deployment as part of a regional or state US&R resource, or as an individual resource.
- Provide the necessary personal protective equipment and other required equipment for Agency members assigned to a regional or state US&R resource, or as an individual resource.
- Complete the supplement regarding Participation/Non-Participation on a state US&R resource designated as Kansas Task Force 1 (KS-TF1).

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.*, applies to all claims for liability related to the performance of this Agreement. Persons performing under this Agreement shall be deemed employees for purposes of the KTCA. This Agreement does not waive any sovereign or governmental immunity or other defenses of the OSFM, the State of Kansas, or the Agency.

The Agency 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 Agency, the OSFM, or the State of Kansas. The Agency shall follow the procedural requirements for notice to the Attorney General and all other provisions of the KTCA.

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 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.

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 Agency.

10.0 Right of Refusal

The Agency agrees to respond to all OSFM requests as part of the regional US&R resource except when the 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 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 Agency is responsible for ensuring that the Sponsoring Agency/Duty Officer for the US&R resource and OSFM have ongoing situational awareness of the Agency’s status and ability to respond as part of the regional US&R resource, so that positions and/or equipment committed by the Agency as a part of the regional US&R resource can be replaced by another agency, or the US&R resource can be designated as “non-deployable.”

11.0 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.

12.0 Approvals

Agency Chief/Director 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 Chief/Director

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 Participating Agency in the Kansas Search & Rescue Response System, specifically regarding the Agency'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:

Our Agency **will not** participate in interstate responses as a part of KS-TF1 but will continue to be available for local, regional, and intrastate responses as part of our regional task force or team.

Printed Name

Agency

Signature

Date

Our Agency **will** participate in interstate responses as a part of KS-TF1 and continue to be available for local, regional, and intrastate responses, as part of our regional task force or team.

Printed Name

Agency

Signature

Date