

**COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT
AND
THE CITY OF HARRISONBURG, ON BEHALF OF
DIVISION 2 SEARCH AND TECHNICAL RESCUE/URBAN SEARCH AND RESCUE
(USAR) TEAM**

MEMORANDUM OF UNDERSTANDING (MOU)

THIS AGREEMENT is made by and between the Commonwealth of Virginia, Department of Emergency Management (VDEM) and the City of Harrisonburg, a political subdivision within the Commonwealth of Virginia.

WHERE AS, There exists within the Commonwealth of Virginia the potential for serious accidents, as well as man-made and natural disasters; and

WHERE AS, The public health, safety and welfare may be threatened as a result of these incidents; and

WHERE AS, The VDEM is authorized by Va. Code Ann. § 44-146.18 to enter into agreements, necessary or incidental to performance of any of its duties, with political subdivisions; and

WHERE AS, The City of Harrisonburg is the host jurisdiction of the Division 2 Search and Technical Rescue/USAR Team; and

WHERE AS, The City of Harrisonburg and VDEM desire to enhance the Commonwealth's Emergency Management capabilities to protect the environment and the health, safety, and welfare of the citizens of the Commonwealth from the dangers and potential dangers of accidents and incidents during natural and man-made emergencies by entering into an agreement for the City of Harrisonburg to provide a Search and Technical Rescue/USAR Team to areas impacted by events in the Commonwealth of Virginia or to fulfill a request for assistance under the Emergency Management Assistance Compact (EMAC), Va. Code Ann. §44-146.28:1.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

I. DEFINITIONS

A. Technical Rescue:

1. High risk/ low frequency rescue activity related to the locating, extracting, and medical stabilization of victims in the following environments: confined space, trench, high angle, rope, heavy equipment-complicated vehicle extrications, swift water, and flood water events.

- B. Urban Search and Rescue
 - 1. Involves the location, rescue (extrication), and medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents or compromised excavations.
 - 2. Urban search and rescue (USAR) is considered a "multi-hazard" discipline, as it may be needed for a variety of natural or man-made disasters, including terrorist events, earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases. The events may be slow in developing, as in the case of hurricanes, or sudden, as in the case of earthquakes.
- C. Strike Team (a group of similar resources with common communications and a leader assigned to accomplish a task)
 - 1. Incident Support Strike Team
 - a) One to four qualified team members to assist in incident complexity analysis for the affected jurisdiction. Used to determine resource needs and technical rescue deployment strategy.
 - 2. Component Strike Team
 - a) Sufficient qualified team members and equipment to provide specific capabilities, with oversight and support.
 - 3. Task Force (a group of dissimilar resources with common communications and a leader assigned to accomplish a task)
 - a) Technical Rescue/Urban Search and Rescue Task Force
 - (1) Sufficient qualified team members and equipment to provide specific capabilities, with oversight and support.
- D. Wide Area Search
 - 1. An unknown number of missing people in a large geographic area. Examples include post-tornado and post-hurricane disaster areas.
- E. Operational Status
 - 1. Routine Readiness
 - a) Daily operational readiness. Ability to deploy assets in less than three (3) hours.
 - 2. Alert
 - a) Notification of potential deployment.
 - 3. Activation
 - a) Assets assigned to an event.
 - 4. Deployed
 - a) Assets moving towards destination.
 - 5. Out of Service
 - a) Assets are unavailable for response.
- F. Portal to portal
 - 1. Time (measured for the purpose of cost recovery) begins when a team member is activated for a mission. Time ends when the member has returned to his/her locality.

II. PROCEDURE FOR THE REQUEST/PROVISION OF AID

A. When the resources of an impacted jurisdiction are overwhelmed and the jurisdiction requests assistance through VDEM, VDEM shall notify the City of Harrisonburg of such, in order to request that the Division 2 Search and Technical Rescue/USAR Team render assistance. Such request may be made by orally communicating a request for assistance to an official or officials empowered to render assistance under this Agreement. To the extent known at the time, requests shall specify:

1. The nature of the emergency and its location
2. The capability that is needed by the requesting jurisdiction
3. The size and amount of resources needed
4. The type of resources needed
5. The address and location of where the resource should report
6. The name of the official to whom the assisting personnel shall report, and tactical radio channels in use at the incident

B. RESPONSIBILITIES OF THE HOST JURISDICTION

1. The City of Harrisonburg agrees to deploy the appropriate team in a modular and scalable manner as requested by VDEM within three (3) hours of VDEM's notification.
2. If the Division 2 Search and Technical Rescue/USAR Team is unable to deploy, the Division 2 Leader shall notify VDEM immediately so another Technical Rescue/USAR Team can be tasked. In the event of an EMAC request, the Team Leader will respond within a time frame determined by VDEM based on the EMAC request.
3. The Division 2 Search and Technical Rescue/USAR Team shall maintain a list of resources available for deployment attached as Appendix A to this Agreement. Appendix A shall be updated and recertified any time a resource is added or removed but at the very least it shall be recertified annually.
4. The City of Harrisonburg shall designate an official or officials empowered to commit the Division 2 Search and Technical Rescue/USAR Team to render assistance under this Agreement. Officials authorized to request and render mutual aid assistance hereunder are designated in Appendix B of this Agreement. Appendix B shall be updated and recertified any time an authorized official is added or removed but at the very least it shall be recertified annually.
5. The City of Harrisonburg agrees:
 - a) To provide for the ability for the deployment team to be completely self-sustaining for the first forty-eight (48) hours.
 - b) To follow and support statewide policies, procedures, and operational protocols.
 - c) To standardize capabilities of all statewide Division Search and Technical Rescue/USAR Teams by coordinating with Team leaders throughout the Commonwealth.

III. REIMBURSEMENT

A. RESPONSIBILITIES OF VDEM

1. When the Division 2 Search and Technical Rescue/USAR Team is requested by VDEM for an event within the Commonwealth, VDEM will reimburse the cost of all eligible expenses incurred during deployment hours 25 – 72. Reimbursement shall be made within sixty (60) days following the receipt of an itemized statement of costs from the City of Harrisonburg. If the Division 2 Search and Technical Rescue/USAR Team deploys at the request of any entity other than VDEM, VDEM will not be responsible for any costs incurred as a result of that deployment.
 - a) Stafford Act declarations may make the first twenty-four (24) hour costs also reimbursable.
2. All funds reimbursed to or passed through the City of Harrisonburg from VDEM pursuant to this Memorandum of Understanding shall be used only to provide for Division 2 Search and Technical Rescue/USAR Team response expenses and shall not be used to supplant or replace funds for any other program or activity.
 - a) VDEM agrees to pay the insured jurisdiction actual costs of damage, up to \$1,000.00, for each vehicle damaged as a result of a VDEM authorized response. This is the maximum VDEM will pay for any one vehicle, regardless of the amount of damage. If a third party is involved in the accident and the third party may be at fault, the cost of repair or replacement will be submitted in accordance with Section III.A.1, however collection will be attempted by the insured jurisdiction from the third party before VDEM will reimburse for the damage as set forth above.

B. RESPONSIBILITIES OF THE HOST JURISDICTION

1. The City of Harrisonburg agrees to maintain and provide financial records to VDEM for equipment costs/maintenance relative to the incident, as requested.
2. The City of Harrisonburg shall provide to VDEM within ten (10) business days (excluding weekends and holidays) after demobilization an itemized written statement of expenses incurred during deployment hours 25 – 72, including but not limited to the following:
 - a) Salaries, wages, fringe benefit costs for response personnel, travel costs, and other expenses (in accordance with state guidelines).
 - b) Costs of repair and replacement of equipment, as well as the cost of supplies consumed and services utilized during the response.

IV. LIABILITIES

- A. VDEM agrees that the Division 2 Search and Technical Rescue/USAR Team is an authorized agent of VDEM when its personnel are responding to a VDEM activated request.

- B. Pursuant to § 44-146.23 of the Code of Virginia, when the Division 2 Search and Technical Rescue/USAR Team is an authorized agent of VDEM and acting within the scope of such authorization, the Team and its members enjoy limited protection from liability to the same extent as a State employee when deployed by VDEM under the circumstances of this Agreement. There is no liability protection for civil damages resulting from gross negligence, recklessness, or willful misconduct.
- C. In accordance with Va. Code Ann. § 65.2-101, any member of the Division 2 Search and Technical Rescue/USAR Team who responds to an incident upon request of VDEM, shall be deemed an employee of VDEM for the purposes of the Virginia Workers' Compensation Act.

V. RIGHT TO REFUSE RESPONSE REQUEST

- A. The City of Harrisonburg reserves the right to refuse to respond to a VDEM request for the Division 2 Search and Technical Rescue/USAR Team if its resources are already committed to other activities, emergencies, or other impending weather- or disaster-related events.

VI. TERMINATION

- A. This Agreement may be terminated by either party upon sixty (60) days written notice thereof to the other party.

VII. ENTIRE AGREEMENT

- A. This Agreement, including all attachments, may be modified from time to time by written agreement of the parties hereto and which attachments are hereby incorporated by reference as a part of this Agreement, represents the entire and integrated Agreement between the parties and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all authorized representatives of all parties of said Agreement.
- B. This Agreement shall not preempt in any existing mutual aid agreements (written or verbal) now in effect by the City of Harrisonburg.
- C. This Agreement is not legally enforceable by any third party, does not create enforceable rights in any third party, nor shall any third party be considered a third party beneficiary of this Agreement. As such it does not imply or assume any waiver of sovereign immunity by the Commonwealth of Virginia or the City of Harrisonburg.

VIII. DURATION OF MEMORANDUM OF UNDERSTANDING

A. This MOU is effective upon the signature the State Coordinator of VDEM or his/her designee, and will expire December 31, 2020.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by the following duly authorized persons:

City of Harrisonburg by: _____

Signature: _____

Title: _____

Date: _____

Virginia Department of Emergency Management by: _____

Signature: _____

Title: State Coordinator

Date: _____

ATTACHMENT A

Resources maintained by the Division 2 Search and Technical Rescue/USAR Team:

I hereby certify that the above resource list is a complete and accurate record of the resources maintained by the Division 2 Search and Technical Rescue/USAR Team

Authorizing Signature: _____
(Name, Title, and Date)

ATTACHMENT B

Officials Authorized to Request and Render Mutual Aid for the City of Harrisonburg

Below are those persons designated as “officials” authorized to request and to render Mutual Aid assistance to participating jurisdictions:

1. Add Your Listings by Name and Position in order of Succession here

All “officials” will determine resource availability prior to authorizing the rendering of assistance by communication with agencies.

Authorizing Signature: _____
(Name, Title, and Date)