



Memorandum of Understanding
South Carolina Department of Labor, Licensing and Regulation, Division of Fire and Life Safety, South Carolina Emergency Response Task Force Member, and Sponsoring Agency/Employer

Purpose:

The purpose of this Memorandum of Understanding is to set forth the responsibilities for urban search and rescue and other emergency operations as part of the State's Emergency Response Task Force (ERTF) under the authority of the South Carolina Department of Labor, Licensing and Regulation, Division of Fire and Life Safety (hereinafter "LLR" or "FLS"). This agreement delineates the responsibilities allocated to LLR and/or ERTF, the ERTF member, and the Sponsoring Agency/ Employer of the Member.

THIS AGREEMENT is made and entered into on this _____ day of _____, _____, by and between ERTF and _____, (hereinafter identified as the "Member"), and the recognized emergency service provider employing the "Member," _____ located in _____, South Carolina (hereinafter identified as the "Sponsoring Agency").

WHEREAS, LLR, the Member, and Sponsoring Agency desire to enter into an agreement wherein the Member provides services under the auspices of LLR, and the Sponsoring Agency agrees to support the Member in his/her duties during events leading up to and immediately following a major disaster or deployment in the event of potential disaster.

NOW, THEREFORE, in consideration of the mutual promises, undertakings, and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by ERTF/LLR, the Member, and the Sponsoring Agency, the parties hereto agree as follows:

I. South Carolina Department of Labor, Licensing and Regulation:

LLR shall be responsible for the following:

- A. Recruiting and organizing an Emergency Response Task Force (ERTF).
- B. Registering and qualifying Task Force personnel.
- C. Managing administrative, financial, and personnel as they relate to ERTF functions.
- D. Providing training to Members. Training shall be consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
- E. Developing, implementing and practicing an internal notification and call-out system for ERTF Members.

- F. Providing personal protective equipment and uniforms, as required by the appropriate standards and best practices for the functions being performed.
- G. Providing tools and equipment necessary to conduct safe and effective operations.
- H. Maintaining ERTF cache tools and equipment in a ready state.
- I. Appointing a point person who coordinates with the Federal Emergency Management Agency, South Carolina Emergency Management Division, Employers, and other relevant governmental and private entities, and the individual members of the ERTF.
- J. Maintaining a primary contact list for ERTF members.
- K. Maintaining personnel files on ERTF members for the purpose of documenting training records, emergency notification, and other required documentation.
- L. Providing overall management, command, and control of ERTF resources and operations.
- M. Conducting ERTF operations within an incident management system. Personnel shall be accounted for using an accepted personnel accountability system.

II. Obligations of the Sponsoring Agency

- A. The Sponsoring Agency hereby gives consent for its employee, the individual team member, to perform search and rescue activities as required by ERTF and understands the member may be required to deploy within hours of activation.
- B. The Sponsoring Agency agrees to provide Workers' Compensation and disability insurance for the employee who participates as a team member for ERTF activities including training exercises, deployment, state of emergency, and national disaster declarations. A letter attesting to Workers' Compensation and disability insurance coverage from the sponsoring agency's benefits coordinator must accompany this MOU.
- C. The Sponsoring Agency shall maintain a roster of personnel participating in ERTF activities and provide a primary point of contact to FLS for the purpose of notification of ERTF activities.
- D. The Sponsoring Agency shall provide support to employed members of ERTF, i.e.; providing leave for Members to perform ERTF activities such as training, meetings, and deployments for up to 14 days. As permitted by law, the Sponsoring Agency may seek reimbursement from Federal or State agencies to recoup expenses involved in the support of the Member provided within the scope of disaster activation. The Sponsoring Agency shall provide medical monitoring, annual physical examinations, required immunizations, and documentation as required.
- E. The Sponsoring Agency agrees to notify the State Fire Marshal if the member leaves the organization, fails to stay a member in good standing, or is terminated from the agency.

III. Member Responsibilities

Member shall:

- A. Be at least eighteen (18) years of age at time of application to team.
- B. Be physically capable of performing assigned functions required in the position description for the assigned position.

- C. Maintain knowledge, skills, and understanding necessary to operate safely and effectively in the assigned position.
- D. Maintain support from Employer to participate in ERTF activities.
- E. Keep Sponsoring Agency /Employer advised of ERTF activities that may require time off from work.
- F. Advise ERTF leadership of any change in notification process (i.e.; address or phone number).
- G. Be available for immediate call-out or arrange for coverage during your assigned on-call period.
- H. Respond immediately to call-out with acceptance or refusal of current mission request and arrive within four hours from time of call-out to the Point of Departure (POD).
- I. Maintain equipment issued by LLR and the ERTF in a ready state and advise ERTF leadership of any lost, stolen, or damaged items assigned. Member also agrees to return all issued equipment to FLS upon resignation or dismissal.
- J. Agrees to give notice of separation from Sponsoring Agency to ERTF.
- K. Have completed and documented the required immunizations.
- L. Agrees to comply with ERTF Code of Conduct.
- M. Understands the member can be removed from team membership for any reason, including the failure to meet team standards or requirements or committing any act that fails to adhere with the Code of Conduct.
- N. Be prepared to operate away from home in the disaster environment for not more than 14 consecutive days.
- O. Update his or her availability status in a paging or call-out system provided by LLR at intervals specified by LLR.

IV. Activation

- A. Upon request from the State for disaster assistance, and/or determination that re-positioning the Task Force is prudent, the Director of LLR or the State Fire Marshal shall activate the ERTF to respond to the disaster site.
- B. FLS shall communicate alert and/or send activation notices to ERTF Members through a paging or call-out system provided by LLR.

V. Mobilization and Deployment

- A. FLS will notify members of activation of the ERTF.
- B. Once activated, team leaders will move the Task Force and necessary equipment to the designated point of departure.
- C. Upon arrival at the mobilization area, Members will be provided initial briefings, maps, food, housing, and any other items essential to the initial set-up and support of the ERTF.
- D. FLS will provide transportation from the staging area to the disaster site and transportation for the return trip.
- E. ERTF shall be returned to the original point of departure upon completion of the mission.

VII. Termination of Agreement

LLR, the Member, or the Sponsoring Agency may terminate this Agreement in whole or in part at any time for the convenience of LLR, the Member, or the Employer with thirty (30) days prior notice.

VIII. Governed by S.C. Law

This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

IX. Modification of Agreement

This Agreement may not be modified unless such modification is in writing and signed by all parties.

X. Assignment of Agreement

This Agreement may not be assigned unless such modification is in writing and signed by all parties.

XI. Relationship between LLR and the Member

The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between LLR and the Member other than which is expressly stated herein. LLR is interested only in the results to be achieved by this Agreement, and the Member has no benefits, status, or right of employment with LLR and remains an employee of the Sponsoring Agency.

XII. Agreement Effective Date

This agreement is effective upon the date of the last signature.

WITNESS

By: _____
MEMBER

WITNESS

By: _____
AUTHORIZED EMPLOYER REPRESENTATIVE

WITNESS

By: _____
LLR REPRESENTATIVE