# ORDER: ACCEPT MEMORANDUM OF UNDERSTANDING WITH MISSISSIPPI OFFICE OF HOMELAND SECURITY AND LAFAYETTE COUNTY FOR PARTICIPATION WITH THE TASK FORCES

Motion was made by Brent Larson, duly seconded by Larry Gillespie, to accept Memorandum of Understanding with MS office of Homeland Security and Lafayette County for participation with the Task Forces.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor Larry Gillespie, voted yes Supervisor David Rikard, voted yes Supervisor Chad McLarty, absent Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 20<sup>th</sup> day of March, 2023.

Mike Roberts, President Board of Supervisors Sherry Wall, Chancery Clerk



# MEMORANDUM OF UNDERSTANDING

Between

The Mississippi Office of Homeland Security / Task Force



Lafayette County





This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Mississippi Office of Homeland Security (MOHS) and the Lafayette County \_ to participate in the Mississippi Task Forces (MTF). This agreement is entered into this \_20\_day of March 2023 \_.

# 1. Background

Following the terror acts of September 11, 2001, the State of Mississippi realized the need to develop local, regional, and statewide capabilities to support large scale incidents. Hurricane Katrina emphasized the need to develop advanced search and rescue teams. Mississippi is not only prone to natural disasters, but the state ranks high on the list for the amount of critical infrastructure that would require multiple teams of search and rescue specialist to be deployed simultaneously to meet the needs of the local jurisdictions for man-made disasters.

# 2. Purpose

The Purpose of this MOU is to delineate the responsibilities and procedures for the participation in and deployment of the MTF outlined in the various sections of MS Code 33-15.

# 3. Scope

The provisions of this MOU apply only to Task Force activities performed at the request of the MOHS, provided at the option of the Participating Agency, and in conjunction with, or in preparation of, a declaration from the Governor of Mississippi for a disaster or emergency and upon activation of the Mississippi Task Force (MTF).

#### 4. Definitions

- A. <u>Activation</u>: the process of mobilizing specific Task Forces to deploy to a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear to the predetermined deployment site and be at the disaster site within six hours of the activation notice.
- B. <u>Alert:</u> the process of informing the Task Force that an event has occurred and the Task Force might be activated at some point within a 24 hour time frame.
- C. Incident Commander: the individual in-charge for coordinating relief activities within the disaster site; under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving allocation of resources.
- D. <u>Participating Responder</u>: a credentialed emergency responder on the active Task Force roster providing support to a Task Force under the authority of a Participating Agency.
- E. <u>Participating Agency</u>: an agency that is providing sanctioning authority for their employees to be members of the Mississippi Task Forces.

- F. <u>Task Force</u>: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of Urban Search and Rescue operations.
- G. <u>Task Force Leader</u>: an individual responsible for team training, equipment allocation, mobilization, and tactical direction of the Task Force.
- H. <u>Urban Search and Rescue (US&R):</u> specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in emergency rescue operations.

# 5. Responsibilities

- A. MOHS shall be responsible for:
  - 1. Coordination between the MTF, sponsoring agencies, MEMA, the State Fire Academy, and other relevant governmental and private parties.
  - 2. Limited funding and technical support for equipment and training.
  - 3. Coordinating the replacement and /or rehabilitation of damaged or destroyed equipment used in the course of the operations of Task Force related activities.
  - 4. Provide training to Task Force members as funding becomes available through FEMA, State, and Local jurisdictions. Training should be continuous with the objectives of enhancing skills as needed to maintain qualifications for particular positions on the Task Force.
- B. The Participating Agency shall be responsible for:
  - 1. Providing participating personnel and equipment for US&R related activities as agreed upon with MOHS and or the Task Force Leadership.
  - 2. Support the recruiting of necessary positions of the MTF to the best of their ability according to the guidelines prescribed in the MTF Manual.
  - 3. Support training of personnel as related to the MTF operations.
  - 4. In the event of any activation of the MTF, the participating agency will retain the responsibility for salaries and medical coverage for participating members employed by said agency.
  - 5. Participating Agency will provide worker compensation benefits to participating members employed by said Agency during any training and/or activates approved the MOHS.
  - 6. Ensuring all equipment that was purchased with MOHS funds have proper storage, service, and is in a state of readiness for deployment.

#### 6. Procedures

#### A. Activation

- Upon request from the Governor of Mississippi for disaster assistance, and/or determination by MEMA, FEMA, or any other agency requesting the MTF the pre-positioning of Task Forces is prudent, MEMA, FEMA, or any other agency requesting the MTF shall request the activation of forces necessary to responded to the emergency or disaster situation.
- 2. Activation notices shall be communicated by MEMA, FEMA, or any other agency requesting the MTF through the appropriate channels.

### B. Mobilization, Deployment, and redeployment

- 1. The Task Force Leader with support from the local Sponsoring Agency shall notify members of the MTF activation.
- 2. The Task Force Leader will provide a time and rendezvous location, equipment needed, and description of activation to the local Sponsoring Agency.
- 3. Upon arriving at the deployment area MOHS will provide logistical support such as food and housing.

#### C. Command and Control

- 1. MOHS has overall command and control of the Task Forces.
- 2. Tactical employment of the MTF may be passed from MOHS to the local or onsite incident Commander within a disaster area.

# 7. Financial Agreements

- A. Task Force members shall be compensated in accordance with pay schedules and policies set forth by the participating agency as determined prior to implementation of this agreement. All reimbursements will follow SMAC/EMAC guidelines.
- B. Task Force members shall be reimbursed for travel and per diem costs in accordance with their participating agencies travel policy.
- C. Personnel shall receive their normal pay for their scheduled work days, and overtime pay for any working hours defined in the Incident Action Plan.
- D. Rehabilitation or replacement costs of operational equipment may be reimbursed if the piece of equipment was used at a SMAC, EMAC, or MTF sanctioned training exercise, as authorized by MEMA, FEMA, or any other agency requesting the MTF.
- E. No Task Force or any Task Force member shall be reimbursed for costs incurred by activation outside the scope of this agreement.
- F. The participating agency is responsible for following in-state and EMAC guidelines for all reimbursement requests. Each sponsoring agency will be responsible for completing and submitting their own reimbursement packet to the agency issuing the reimbursements.

# 8. Reporting Requirements

- A. The participating Agency will submit in writing to the Task Force Leaders all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The qualifications list will be submitted as new members are admitted to positions on the Task Force during the annual sign up.
- B. Verification of Task Force member credentials, as they relate to the criteria outlined in the MTF manual, will be submitted on an annual basis and at other times as requested by MOHS.

# 9. Conditions, Amendments, and Termination

- A. This Memorandum may be modified or amended only with written agreement of all parties and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.
- B. In the event an agency withdraws from the MTF <u>ALL</u> equipment purchased with MOHS Funding for MTF shall be moved to another participating agency at the discretion of the MOHS State SAR Coordinator.

# 10. Liability

A. For the purposes of worker's compensation and long-term disability, Task Force members who perform disaster relief functions in connection with this MTF program will be considered performing within the scope of their employment with the participating agency, and as such, subject to the State or local worker's compensation laws.

Director or Chief of Participating Agency	Title	Date
MOHS State SAR Coordinator	Title	Date