



**COMMONWEALTH OF VIRGINIA**  
**Department of Emergency Management**

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## MEMORANDUM OF UNDERSTANDING

*This is the official Memorandum of Understanding between the Commonwealth of Virginia, Department of Emergency Management and:*

### **Volunteer Search and Rescue Group**

#### **I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to define the working relationship between the Virginia Department of Emergency Management (VDEM) and the **Volunteer Search and Rescue Group**. Hereafter the Virginia Department of Emergency Management (VDEM) may be referred to as "the Agency", and the **Volunteer Search and Rescue Group** may be referred to as, "the Group". This MOU will outline the expectations of the Agency and the responsibilities of the Group.

#### **II. AUTHORITY**

The Virginia Department of Emergency Management is charged with the responsibility to coordinate civil search and rescue operations within the Commonwealth at the state level. This authority is derived through Annex: K of the Virginia Emergency Operations Plan, signed into law by the Governor in accordance with the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, §§ 44-146.13 through 146.29:1 of the Code of Virginia. The Virginia Code directs VDEM to coordinate with the federal government and any public or private agency or entity in implementing programs for disaster prevention, mitigation, preparation, response, and recovery. VA. Code § 44-146.18.

#### **III. SCOPE OF OPERATIONS**

The Search and Rescue Program Office of the Agency is responsible for the administration and maintenance of the search and rescue program, and serves as the primary point of contact between the Agency, the volunteer search and rescue responders, and the local jurisdictions who may place a request for services. Services provided through the Search and Rescue Program Office include: Training, certification, standards development and implementation, MOU administration, and coordination of state resources in civil search and rescue operations. All volunteer search and rescue groups with an MOU issued by the Agency are considered to be a state asset, or resource for the purposes of search and rescue.

#### IV. TERMS AND CONDITIONS

As a condition of holding and maintaining an MOU with the Agency, the Group agrees to adhere to the following terms and conditions:

1. The Group will provide the Agency with a copy of the following:
  - a. A Group roster of membership submitted annually by 1 February of each calendar year that contains the following information:
    - i. Member's name and address
    - ii. Member's training / certification level(s) with expiration dates
    - iii. Member's activity status (active or inactive)
  - b. The slate of officers, both elected and appointed, with contact information for each to include e-mail, submitted within 30 days of any elections or appointments.
  - c. Group training standards and plan of instruction for the discipline(s) recognized by this MOU
  - d. Articles of Incorporation, Bylaws, Constitution, or any other document that demonstrates the Group as a legally recognized entity.
  - e. 501 (c) document, if applicable
2. The Group agrees that it will not charge for services, require donations, or otherwise seek compensation for expenses and services rendered, either from the family members of those lost, missing, or trapped, or from the jurisdiction which originated the request for SAR assistance. Nothing in this article will be construed in such a way as to prevent the Group from accepting a voluntary non-solicited donation after-the-fact by affected family members, or general donations intended to support the overall efforts and mission of the Group.
3. The Group agrees to provide only those search and rescue services as recognized by this MOU, on behalf of VDEM, and at the request of the Authority Having Jurisdiction (AHJ). The Group agrees not to act beyond the scope of this MOU while responding as a state resource on behalf of VDEM, regardless of the location of the incident.
4. The Group agrees that it will not self-deploy to the site of a search and rescue incident without a specific request for services from the Agency or the AHJ.
5. The Group agrees to provide an After Action Report (AAR) of it's activities within 10 days of either their withdrawal from a mission, or the close of a mission.
6. The Group agrees to acknowledge all notifications of mission requests within 10 minutes of receiving said notifications, including those times the Group is unavailable for response.
7. The Group agrees to notify VDEM whenever they respond to a direct request from an AHJ.
8. The Group agrees to remain an active member in good standing with the Virginia Search and Rescue Council.

## **V. RESPONSIBILITIES OF THE AGENCY**

In return for search and rescue services provided by the Group, the Agency agrees to the following:

1. The Agency will provide the Group with a state mission number for each request for service, which authorizes the Group to respond under the auspices of VDEM as an agent of the Agency.
2. Pursuant to § 44-146.23 of the Code of Virginia, a volunteer member of the Group enjoys limited protection from liability to the same extent as a State employee, provided they act within the scope of their training, the limitations of this MOU, and the mission assigned by the Agency.
3. Pursuant to § 65.2-101 of the Code of Virginia, a volunteer member of the Group has the right to apply for worker's compensation for injuries received while responding to, or participating in an event under the authorization of the Agency.
4. Pursuant to § 2.2-3605 of the Code of Virginia, the Agency may provide for the transportation, lodging, and meals of search and rescue volunteers, for the express purpose of responding to a state or national disaster, including a request for assistance under the Emergency Management Assistance Compact (EMAC), VA Code § 44-146.28:1.
5. Within reason, the Agency will acknowledge and promote the resources of all search and rescue groups during non-mission activities while addressing local jurisdictions. This acknowledgement may include a regional listing of search and rescue organizations which may respond to the local jurisdiction.
6. The Agency reserves the right to ensure the Group maintains compliance with certification requirements by periodic review and / or observation of the Group's training activities, mission response, and overall performance.

## **VI. LIMITATIONS OF AGREEMENT**

1. The issuance of a state mission number and authorization to respond does not obligate the Agency to reimburse any expenses incurred by the Group as a result of their participation. This includes, but is not limited to: wages, associated travel costs, equipment use, or lost and damaged equipment as a result of the mission.
2. The issuance of this MOU does not obligate the Agency to call upon the Group for services. The Agency reserves the right to allocate state resources based upon availability, mission type, needs of the mission, and the requests of local jurisdiction or mission coordinator.
3. This agreement does not preclude the Group from participating in SAR activities in which, the Agency is not a sponsor, or is not a participant.
4. This agreement does not preclude the Group from responding to requests for services from other agencies, or other states. However, for requests originating within the Commonwealth the statutory liability and worker's compensation protections are available to the Group only when responding to the Agency's request for services.

**VII. ACKNOWLEDGMENT OF SPECIFIC RESOURCE CAPABILITY**

Having met the requirements of Group certification, the Agency hereby acknowledges the Group as a viable state resource for the following resource capability:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Ground SAR Field Teams    | <input type="checkbox"/> Incident Staff       | <input type="checkbox"/> Incident Command    |
| <input type="checkbox"/> Signcutting / Mantracking | <input type="checkbox"/> Mounted, Equine      | <input type="checkbox"/> Mounted, Motorized  |
| <input type="checkbox"/> Cave Rescue               | <input type="checkbox"/> High-Angle Rescue    | <input type="checkbox"/> Swiftwater          |
| <input type="checkbox"/> Trailing Dog              | <input type="checkbox"/> Air-Scent Dog        | <input type="checkbox"/> Cadaver Dog, Land   |
| <input type="checkbox"/> Cadaver Dog, Water        | <input type="checkbox"/> Disaster Dog, Live   | <input type="checkbox"/> Disaster Dog, Dead  |
| <input type="checkbox"/> HTR / Technical Rescue    | <input type="checkbox"/> Dive Recovery        | <input type="checkbox"/> Collapsed Structure |
| <input type="checkbox"/> Air, Fixed-Wing Ops       | <input type="checkbox"/> Air, Rotary Wing Ops | <input type="checkbox"/> Airborne Team       |

This Memorandum of Understanding shall remain in effect so long as the Group continues to meet all requirements for certification, or until superseded by written agreement, or terminated by either party with written 60 day advanced notice.

This MOU is a statement of the intentions of the signatory parties to coordinate their efforts in order to carry out their statutory duties. It is not a contract and it is not enforceable in any judicial or administrative forum; it does not create any rights or duties of any third party. It does not purport to modify the statutory duty of any signatory agency.

**VIII. SIGNATURES**

*I attest the Group has satisfied all requirements and is eligible for a Memorandum of Understanding for their prescribed resource capability.*

\_\_\_\_\_  
Mark W. Eggeman  
State Search and Rescue Coordinator  
Virginia Department of Emergency Management

*This Memorandum of Understanding is accepted by:*

\_\_\_\_\_  
Michael M. Cline, State Coordinator  
Commonwealth of Virginia  
Department of Emergency Management

\_\_\_\_\_  
GROUP OFFICER, TITLE  
GROUP NAME  
STREET ADDRESS  
CITY, STATE, ZIP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

*“Working to Protect People, Property and Our Communities”*