

Memorandum of Understanding:

Delmarva Search & Rescue Group, Inc. and the Appalachian Search and Rescue Conference

1. This Agreement is entered into between the Appalachian Search and Rescue Conference (“ASRC”) and Delmarva Search and Rescue Group, Inc. (“DMVSAR”).
2. The ASRC is responsible for its daily operations, the management of and response to search and rescue incidents that involve ASRC and works in conjunction with its member teams. DMVSAR is responsible for its daily operations, the management of and response to search and rescue incidents that involve DMVSAR. In this capacity, this MOU would facilitate the ASRC or DMVSAR to mutually request the support of each others’ resources as needed to support missions listed under section 6. (Request for Assistance)
3. DMVSAR is a 501(c) (3) non-profit volunteer organization providing professionally trained search & rescue services within the mid-Atlantic region to support authorities having jurisdiction with the rescue or recovery of lost or missing persons.
4. DMVSAR has demonstrated commitment to support rescue and recovery efforts, and it desires to augment its capabilities by accessing resources made available through the training, deployment, and maintenance of specialized resources for the purpose of search and rescue as provided by DMVSAR or the ASRC.

The entities, to carry out the purposes and functions described above, agree as follows:

5. Professional Qualifications: DMVSAR meets nationally recognized standards for volunteer search and rescue teams that have been established and will continue to do so. It is known that the ASRC and its members meet regionally recognized standards for volunteer search and rescue resources and will continue to do so.
6. Request for Assistance: The ASRC Operations Officer, or his/her designee, may request assistance from DMVSAR, either directly or through the dispatch number, for any incident requiring the use of specially trained search and/or rescue resources within the scope of services provided by DMVSAR. DMVSAR may reciprocate and in turn request such resources through the ASRC channels. This request may be to directly support either group or at either group’s request in assisting another law enforcement agency or fire company within the mid-Atlantic region. This would not preclude either entity requesting individual teams or resources directly from other teams, groups, or organizations as needed or desired.

Requested assistance may include, but not limited to, the following:

- Post-disaster wide area search

- Structural collapse search
 - Water search
 - Human remains search and/or recovery
 - Inland / Wilderness Search
 - Evidence Recovery
 - Search Management (in advisory or supporting roles only)
 - Utilization as a Disaster Emergency Response Team
 - Critical Incident Stress Management
7. Response to Request: Upon receipt of such a request made to DMVSAR by ASRC, DMVSAR shall take the following action immediately:
- Determine the availability of its personnel who are properly trained and certified for the operational environment.
 - Determine what available equipment should be dispatched in accordance with the nature of the request and DMVSAR's standard operating procedures.
8. If needed equipment and personnel are available, DMVSAR will dispatch such equipment and personnel to the scene of the emergency with proper operating instructions, and advise the ASRC Operations Officer or designee of the estimated time of arrival and name of the designated DMVSAR crew supervisor.
9. If needed equipment and personnel are not available, DMVSAR will immediately advise the ASRC Operations Officer or designee.
10. Response to Request: Upon receipt of such a request made to ASRC by DMVSAR, ASRC shall take the following action immediately:
- Determine the availability of its member teams' personnel who are properly trained and certified for the operational environment.
 - Determine what available equipment should be dispatched in accordance with the nature of the request and ASRC's standard operating procedures.
11. If needed equipment and personnel are available, ASRC will dispatch such equipment and personnel to the scene of the emergency with proper operating instructions, and advise the DMVSAR Operations Officer or designee of the estimated time of arrival and name of the designated crew supervisor.
12. If needed equipment and personnel are not available, ASRC will immediately advise the DMVSAR Operations Officer or designee
13. Although the entities will make best efforts to do so, this Agreement does not obligate DMVSAR or ASRC to fulfill any request for resources made by the either entity.

14. Command Responsibility at Emergency Scene: Though DMVSAR personnel shall be immediately supervised by a DMVSAR supervisor, the Incident Commander shall have authority of the overall search and/or rescue operations, and may not delegate overall command of the incident to any DMVSAR personnel.
15. Though ASRC personnel shall be immediately supervised by a ASRC supervisor, the Incident Commander shall have authority of the overall search and/or rescue operations, and may not delegate overall command of the incident to any ASRC personnel. Search Managers or management are not viewed as Incident Commanders.
16. Operation at Emergency Scene: All personnel shall operate within the Incident Command System set up by the RA/AHJ in a cooperative manner with other public safety personnel. To this end, wherever practicable, all responding personnel shall:
 - Utilize plain language and communicate in accordance with established standards of National Incident Management System.
 - Produce durable photographic identification that clearly denotes name, position, and operational qualifications.
 - Utilize radios capable of operating on nationally designated interoperable frequencies within the designated band of the radio to include normal VHF SAR channels and frequencies.
17. Liability: The entities to this Agreement agree to waive any and all claims against each other for compensation for any loss, damage, personal injury, or death arising out of the performance of this Agreement, except those claims where a party acted maliciously or was grossly negligent.
18. Insurance: General liability insurance, personal injury insurance, and property damage insurance against loss or damage of equipment, is the responsibility of each participating entity for its own staff and equipment. Each party may meet this responsibility through self-insurance. The entities in this Agreement, specifically ASRC and DMVSAR, will maintain the minimum insurance required by the industry standards for volunteer search and rescue teams. Nothing in this Agreement shall operate or be interpreted to waive any defense otherwise available at law or in equity to any party, including without limitation the defense of governmental, sovereign, or charitable immunity.
19. Compensation: Each entity agrees that it will not seek monetary compensation for services rendered under this Agreement from the other ~~party~~ entity.
20. Non-Exclusive Agreement: The entities to this Agreement shall not be precluded from entering into similar Agreements with other jurisdictions or entities nor are they prevented from entering into supplementary Agreements.

21. Termination: This Agreement may be terminated by either entity giving to the other entity a thirty (30) day notice of termination in writing.

IN WITNESS WHEREOF, this _____ day of _____, 2016, the entities, acting through their duly authorized representatives, have caused this Memorandum of Understanding to be duly executed and delivered.

Witness:

APPLALACHIAN SEARCH AND RESCUE
CONFERENCE

By _____
Printed name:
Title:

DELMARVA SEARCH AND RESCUE
GROUP, INC.

By _____
Printed name:
Title: