

MEMORANDUM OF UNDERSTANDING
By and Between
THE STATE OF KANSAS, OFFICE OF STATE FIRE MARSHAL
and

This Memorandum of Understanding (MOU) is made by and between the Office of State Fire Marshal (OSFM) and _____ (Local Jurisdiction).

The purpose of this MOU is to insure that annual inspections of buildings located within a local jurisdiction, and for which the OSFM is obligated to perform by statute, regulation or contract, are conducted by an individual staff member of an organized fire department who has been duly authorized by the local fire chief as an inspector qualified and competent to conduct said inspections and report those findings to the OSFM.

RECITALS

1. The Office of State Fire Marshal is the agency of the State of Kansas authorized by K.S.A. 31-133 to inspect all buildings in the state of Kansas, exclusive of single and two family dwellings. This MOU encompass all USD schools, preschools, child care centers, assisted living, residential board and care, hospitals, and jails and detention, as specified by the local jurisdiction in Addendum "1."
2. Pursuant to K.S.A. 31-137, a fire chief of an organized fire department may inspect any premise within their jurisdiction or may designate qualified individuals within their department to do the same.
3. Each local jurisdiction is willing and desires to contribute the use of its qualified personnel, equipment and resources when necessary to facilitate the safe and expedient annual inspections of buildings located within the areas served by the local jurisdiction that are under the jurisdiction of the OSFM.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. That all parties agree to follow the Kansas Fire Prevention Code or other approved fire or building codes.
2. That the inspection reports be provided to OSFM within 30 days of the inspection exit date for school inspections and up to 60 days for any and all of the other inspections performed, or upon request by the OSFM.
3. That local fire authority staff members, who are qualified and authorized by the Chief of the department, may conduct building inspections pursuant to this agreement.
4. That the OSFM will provide any clarification, training and/or additional assistance when requested.
5. It is mutually agreed that no monetary exchange or remuneration shall be due or owing by the local jurisdiction, or the OSFM, to each other or to any other parties for any assistance which may be provided or requested pursuant to or under this agreement.
6. This agreement shall become effective immediately upon signing by an authorized representative of the local jurisdiction and will remain in effect for a period of one year thereafter. This agreement shall be reviewed annually, unless terminated by either party. Either party may cancel the agreement at any time with thirty (30) days written notification to the other party. This agreement may be modified by mutual written agreement.

IN WITNESS WHEREOF, the foregoing Memorandum of Understanding was executed on the date set forth below opposite each party's signature.

Chief, Fire Department

Date

Office of State Fire Marshal

Date

