

MEMORANDUM OF UNDERSTANDING

Between the
Oklahoma Department of Emergency Management
and
The Oklahoma Chapter of the National Emergency Number Association
and
The Association of Public-Safety Communications Officials

I. SUBJECT

This Memorandum of Understanding (MOU) concerns the development and use of the Telecommunicator Emergency Response Taskforce (TERT) for disaster relief operations of the Oklahoma Department of Emergency Management (OEM).

II. PURPOSE

This Memorandum of Understanding establishes procedures and policies that will guide the parties hereto in the use of the telecommunicator response taskforce for requested assistance during disaster relief operations.

III. PARTIES

The parties to this Memorandum of Understanding are: State of Oklahoma, Department of Emergency Management, hereafter referred to as OEM and the Oklahoma Chapter of the National Emergency Number Association, hereafter referred to as OklaNENA and The Oklahoma Chapter of The Association of Public-Safety Communications Officials, hereafter referred to as OKAPCO.

IV. BACKGROUND

OklaNENA and OKAPCO will provide and coordinate personnel for the effective delivery of trained telecommunicators during emergency situations. OEM is the lead state agency in coordinating state resources for Emergency Services operations and assists counties in coordinating requests for specialized resources such as telecommunicators throughout the state.

V. AUTHORITY

The parties enter into this Memorandum under the authority of the Oklahoma Emergency Management Act of 2003, Title 63-683 of the Oklahoma Statutes.

VI. DUTIES AND RESPONSIBILITIES OF OEM

- A. Provide general guidance and assistance to the Telecommunicator Emergency Response Taskforce as appropriate;
- B. Provide OEM personnel to assist with reimbursement of expenses for taskforce members as appropriate;

VII. DUTIES AND RESPONSIBILITIES OF OKLANENA AND OKAPCO

OklaNENA and OKAPCO agree to:

- A. Recruit, organize and manage the Telecommunicator Emergency Response Taskforce (TERT) from members of its organization and coordinate the use of those members through a request for mutual aid to their respective jurisdictions. The members of TERT will be responding as mutual aid resources from their local jurisdiction to the requesting jurisdiction, and not through their Association;
- B. Provide staffing assistance and support to Public Safety Emergency Communication Centers throughout Oklahoma upon request through the OEM;
- C. Maintain an accurate database of response ready agencies and personnel;
- D. Ensure that all TERT personnel meet minimal standards as set by their oversight committee;

VIII. MODIFICATION OF MEMORANDUM

Modifications of this Memorandum of Understanding must be in writing and upon approval of all parties to the Memorandum of Understanding.

IX. LIABILITY

Members of OklaNENA and OKAPCO acknowledge that they shall not be agents or employees of the State of Oklahoma when responding to an incident pursuant to the Memorandum of Understanding executed by the OEM, OklaNENA and OKAPCO.

In addition to the foregoing, OklaNENA and OKAPCO and its members hereby further covenant not to sue the OEM, its administrators, representatives, officers, directors, employees upon any matter within the stated scope of the foregoing and shall not and will not bring, commence, prosecute, maintain or cause or permit to be brought, commenced, prosecuted or maintain any suit, claim, action or charge against OEM, its administrators, representatives, officers directors, employees upon or related to any cause of action, claim suit, tort, controversy, damage, liability or demand, whatsoever, arising out of, directly or indirectly, the participation of OklaNENA and OKAPCO and its members in emergency and disaster response activities as a member of any Telecommunicator Emergency Response Taskforce. OklaNENA and OKAPCO and its members agree that this Covenant Not to Sue extends to their heirs, assigns, next-of-kin, executors, administrators, or representatives' hereafter.

OklaNENA and OKAPCO and its members agree that all of the aforementioned terms of the Release and Covenant Not to Sue shall be in all respects effective and binding and not subject to termination or rescission. OklaNENA and OKAPCO and its members further agree that the Release and Covenant Not to Sue does not waive or limit any defense in law or in equity available to OEM and is not to be construed as a waiver of its sovereign immunity.

X. TERMINATION

This MOU shall be in effect from the date of execution. This MOU can be terminated upon submission of a thirty-day (30) advance written notice of termination.

XI. COMMUNICATIONS

To provide consistent and effective communication between OklaNENA and OKAPCO and OEM, each party shall appoint a principal representative to serve as its central point of contact responsible for coordinating and implementing this MOU. See Appendix A.

XII. SITUS

This MOU shall be governed by the laws of Oklahoma and any claim for breach or enforcement shall be filed in State court in Oklahoma County, Oklahoma.

XIII. COMPLIANCE WITH THE LAW

OklaNENA and OKAPCO shall be wholly responsible for the work to be performed under this MOU for the supervision of its members. OklaNENA and OKAPCO shall be responsible for compliance with all laws, ordinances codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this MOU, including those of federal, State and local agencies having appropriate jurisdiction.

XIV. ENTIRE AGREEMENT

This MOU and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire agreement between the parties and supersede all prior oral and written statements or agreements.

XV. EXECUTION

This MOU will become effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

EXECUTED THIS ____ DAY OF _____, 20__.

This MOU will become effective upon execution of the signatures of all part.

FOR OEM BY: _____

Insert Name, DIRECTOR

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

DATE: _____

WITNESS BY: _____

Insert name, title and department here

APPROVED AS TO PROCEDURES

BY: _____

Insert name, title and department here

DATE: _____

FOR OKLANENA BY: _____

Insert Name here, PRESIDENT

OKLAHOMA CHAPTER OF THE NATIONAL EMERGENCY NUMBER

DATE: _____

FOR OKAPCO BY: _____

Insert Name here, PRESIDENT

OKLAHOMA CHAPTER OF THE
ASSOCIATION OF PUBLIC-SAFETY COMMUNICATIONS OFFICIALS

DATE: _____

APPROVED AS TO FORM SUBJECT TO EXECUTION BY (*insert name/Title here*);
DEPARTMENT OF EMERGENCY MANAGEMENT.

INSERT NAME

ATTORNEY GENERAL OF OKLAHOMA

BY: _____

ASSISTANT ATTORNEY GENERAL