

## **MEMORANDUM OF UNDERSTANDING**

### **Between**

**The Michigan State Police Emergency Management and Homeland Security  
Division, on behalf of the State of Michigan  
and  
The Michigan Chapter of the National Emergency Number Association**

### **I. SUBJECT**

This Memorandum of Understanding ("MOU") concerns the development and use of the Telecommunicator Emergency Response Taskforce (TERT) of the Michigan Chapter of the National Emergency Number Association ("MINENA") for disaster relief operations of, or coordinated by, the Michigan State Police Emergency Management and Homeland Security Division ("MSP-EMHSD").

### **II. PURPOSE**

The MSP-EMHSD is the lead state agency in coordinating state resources for Emergency Services operations and assists Michigan's E-9-1-1 public safety answering points ("PSAPs") in coordinating requests for specialized resources such as telecommunicators throughout the state. The MSP-EMHSD has concentrated its efforts through Michigan's Emergency Management Assistance Compact ("MEMAC"). This MOU establishes procedures and policies that will guide the parties in the use of the TERT resources during disaster and emergency PSAP operations across the state pursuant to the MEMAC. Specifically, MINENA will provide and coordinate personnel for the effective delivery of trained telecommunicators and, on occasion, E-9-1-1 technical personnel, facilities and equipment by Assisting Parties during an Emergency or Disaster upon the request of Requesting Parties under MEMAC.

### **III. PARTIES**

The parties to this MOU are the State of Michigan, through the MSP-EMHSD, and MINENA, an unincorporated association comprised of active, commercial and social members who are all involved in the public or private delivery of E-9-1-1 equipment and PSAP related services.

### **IV. AUTHORITY & DEFINITIONS**

The parties enter into this MOU under the authority of the MSPE-MHSD to enter into mutual aid compacts and related agreements pursuant to MCL §30.407a(4)(j). All terms in this MOU shall have their defined meanings in MEMAC.

**V. DUTIES AND RESPONSIBILITIES OF THE MSP-EMHSD**

The MSP-EMHSD agrees to do the following:

- A. Provide guidance and assistance to the MINENA TERT as appropriate;
- B. Coordinate requests for MINENA TERT assistance by Requesting Parties under MEMAC, during a Disaster or Emergency;
- C. Reimburse MINENA TERT members for actual administrative or related costs incurred for services rendered herein as appropriate, although nothing herein shall alter the provisions regarding reimbursement to Assisting Parties in MEMAC, including but not limited to the limitations on the State of Michigan's or MSP-EMHSD's reimbursement responsibilities thereunder;

**VI. DUTIES AND RESPONSIBILITIES OF THE MINENA**

MINENA TERT agrees to do the following:

- A. Recruit, organize and arrange for the provision of telecommunicators and possibly, technical personnel, facilities and equipment provided by Assisting Parties to Requesting Parties under MEMAC. The members of TERT will be responding as mutual aid resources from the Assisting Parties to the Requesting Parties under MEMAC, and not through their association with MINENA;
- B. Provide staffing assistance and support to the MSP-EMHSD during Disasters or Emergencies as it provides its responsibilities under MEMAC.
- D. Maintain an accurate database of telecommunicators and E-9-1-1 technical personnel, facilities and equipment owned or operated by Assisting Parties;
- E. Ensure that all TERT personnel meet minimal standards as set by their oversight committee; (See attachment A-Minimum Standards, See attachment B-Oversight Committee)
- F. Pursue grant and other forms of public and private funding for TERT services and other mutual aid during Emergencies and Disasters.



## **VII. COMMON DUTIES**

MSP-EMHSD and MINENA agree to do the following together:

- A. Both MSP-EMHSD and MINENA may promote the availability of TERT services and the benefits of becoming a Participating Government under MEMAC.
- B. Both MSP-EMHSD and MINENA may educate PSAPs in Michigan and surrounding states and communities on the need for mutual aid.

## **VIII. LIABILITY & NO JOINT VENTURE**

MINENA will hold the State of Michigan, and its MSP-EMHSD and officers agents and employees harmless for any defense costs, or damage judgments that may result from the actions or inactions in the performance or nonperformance of this MOU by MINENA.

Likewise, the State of Michigan shall hold MINENA and its members harmless for any defense costs or damage judgments that may result from the actions or inactions in the performance or nonperformance of this MOU by MSP-EMHSD or any other state department, division, office, officer, agent or employee.

The parties recognize their independence and the contractual nature of their relationship. Nothing herein shall be construed as creating a joint venture.

## **IX. TERMINATION**

This MOU shall be in effect from the date of execution by the last signature below and shall continue unless and until terminated upon submission of a thirty-day (30) advance written notice of termination to the other party.

## **X. COMMUNICATIONS**

To provide consistent and effective communication between the MSP-EMHSD and MINENA, the Director of the MSP-EMHSD and the MINENA President are hereby designated as the central points of contact responsible for coordinating and implementing this MOU for their respective parties.

## **XI. JURISDICTION AND VENUE**

This MOU shall be governed by the laws of Michigan and any claim for breach or enforcement shall be filed in the courts of the State of Michigan.

## **XII. COMPLIANCE WITH THE LAW**

MINENA shall be wholly responsible for the work to be performed under this MOU for the supervision of its members. MSP-EMHSD shall be responsible for compliance with 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.

### **XIII. EXECUTION**

The date of execution shall be the date of the last signature, below. This MOU may be executed in counterpart. The persons signing below represent and warrant that they have been duly authorized to sign on behalf of their respective party.

### **XIV. MERGER AND MODIFICATION**

This MOU contains the complete expression of the parties' understanding regarding the matters addressed herein. All prior or contemporaneous written or oral understandings are merged herein. Any modifications of this MOU must be in writing and upon approval of both parties to this MOU.

#### **MICHIGAN CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION:**

BY: Christina Russell  
CHRISTINA RUSSELL, MI NENA PRESIDENT  
DATE: April 7, 2008

#### **MICHIGAN STATE POLICE EMERGENCY MANAGEMENT HOMELAND SECURITY DIVISION**

BY: Eddie L. Washington  
EDDIE L. WASHINGTON, CAPTAIN  
DATE: 3-18-08