

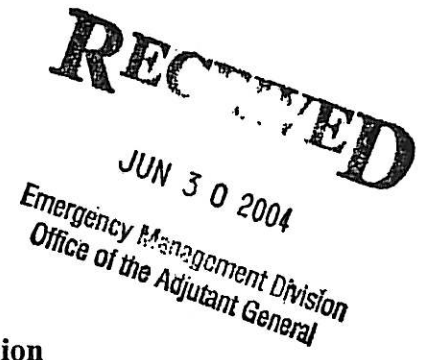
MEMORANDUM OF UNDERSTANDING

Between the

State of South Carolina, Emergency Management Division

and

The South Carolina 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) for disaster relief operations of the South Carolina Emergency Management Division (SCEMD).

II. PURPOSE

This Memorandum of Understanding establishes procedures and policies that will guide the parties hereto mentioned 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 South Carolina Emergency Management Division (SCEMD) and the South Carolina Chapter of the National Emergency Number Association (SCNENA).

IV. BACKGROUND

The SCNENA will coordinate TERT personnel for the effective delivery of trained telecommunicators during emergency situations. The SCEMD is the lead state entity in coordinating state resources for emergency services operations and assists counties in coordinating requests for specialized resources such as telecommunicators throughout the state.

V. DUTIES AND RESPONSIBILITIES OF THE SOUTH CAROLINA EMERGENCY MANGEMENT DIVISION

The SCEMD agrees to:

A. Provide general guidance and assistance to the Telecommunicator Emergency Response Taskforce as appropriate;

B. Coordinate reimbursement of eligible expenses for TERT members if tasked by the Director, SCEMD, or Chief of Operations of the State Emergency Operations Center (SEOC), or by a Governor's Executive Order.

C. Contact the SCNENA upon request for assistance from any South Carolina Public Safety Emergency Communications Centers/Public Safety Answering Points (PSAPs).

VI. DUTIES AND RESPONSIBILITIES OF THE SOUTH CAROLINA CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION

The SCNENA agrees to:

A. Act as the primary coordinating agency for mutual aid requests from any and all Communications Centers/Public Safety Answering Points (PSAP) in the State of South Carolina and agrees to be responsible for recruiting, organizing, and managing the Telecommunicators Emergency Response Taskforce (TERT) to include soliciting telecommunicators from counties that have agreed to participate and that have signed the State Mutual Aid Agreement, and for coordinating the use of those members upon receipt of a request for mutual aid from their respective jurisdictions. The members of TERT will be responding solely as mutual aid resources from their local jurisdictions to the requesting jurisdictions, and not through or in connection with their association with the SCNENA;

B. Coordinate the provision of reasonable staffing assistance and support to PSAPs throughout South Carolina upon request through the South Carolina Emergency Management Division;

C. Maintain a reasonably accurate database of response-ready agencies and personnel, and provide a copy of same to the SCEMD; and

D. Make its best efforts to ensure that all TERT personnel meet minimal standards as set by their oversight committee.

VII. MODIFICATION OF MEMORANDUM

Modification of this Memorandum of Understanding must be made in writing and approved by both parties entering into this Memorandum.

VIII. LIABILITY

The SCNENA certifies to the SCEMD that each team member will be provided a copy of this MOU. Each member hereby acknowledges that they, with the consent of their respective agencies, have agreed to respond, as a TERT member, to requests for assistance from SCEMD of their own free will.

The SCNENA acknowledges that TERT members shall not be agents or employees of the State of South Carolina when responding to an incident pursuant to the MOU executed by the SCEMD. The SCNENA and its TERT members further acknowledge and understand that in the event that they are injured or killed while performing duties in connection with this MOU that they will not be covered by the State's workers compensation insurance.

The SCNENA and its TERT members hereby further covenant not to sue the State of South Carolina, SCEMD, 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 or maintain, or cause or permit to be brought, commenced, prosecuted or maintained on their behalf any suit, claim, action or charge against the SCEMD, its administrators, representatives, officers, directors, or employees upon or related to any cause of action, claim suit, tort, controversy, damage, liability or demand, whatsoever, arising out of, directly or indirectly, their participation with the SCNENA TERT team in an emergency and/or disaster response as a member of the Telecommunicator Emergency Response Taskforce. The SCNENA agrees that this Covenant Not to Sue extends to its successors, assigns, administrators, or representatives hereafter.

The SCNENA 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. The SCNENA further agrees that the Release and Covenant Not to Sue does not waive or limit any defense in law or in equity available to the State of South Carolina, SCEMD, and is not to be considered as a waiver of its sovereign immunity.

The SCEMD hereby covenants not to sue the SCNENA, its TERT members, and its members, administrators, representatives, officers, directors, or employees upon any matter within the stated scope of the foregoing, and shall not and will not bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained on its behalf any suit, claim, action or charge against the SCNENA, its TERT members and its members, administrators, representatives, officers, directors, or employees upon or related to any cause of action, claim, suit, tort, controversy, damage, liability or demand, whatsoever, arising out of, directly or indirectly, their participation with the SCNENA's TERT team in an emergency and/or disaster response as a member of the Telecommunicator Emergency Response Taskforce. The State of South Carolina, SCEMD agrees that this Covenant Not to Sue extends to its successors, assigns, administrators, or representatives hereafter.

The State of South Carolina, SCEMD agrees that the Release and Covenant Not to Sue does waive or limit any defense in law or in equity available to the SCNENA, its TERT members, and its members, administrators, representatives, officers, directors, or employees.

IX. 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 by either party.

X. COMMUNICATIONS

In order to provide consistent and effective communication between the SCNENA and the SCEMD, each party shall appoint a principal representative to serve as its central point of contact with responsibility for coordinating and implementing this MOU. The SCEMD contact shall be the Director and/or the Chief of Operations. The contact for the SCNENA shall be the President.

XI. SITUS

This MOU shall be governed by the laws of the State of South Carolina and any claim for breach or enforcement shall be filed in State court in County of Residence of the President of SCNENA, South Carolina.

XII. COMPLIANCE WITH THE LAW

The SCNENA shall be wholly responsible for the supervision of its members performing under this MOU in complying 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.

XIII. ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements.

XIV. EXECUTION

This MOU will become effective upon execution of the signatures of all parties to the MOU; that is the date of the last signature.

BY: R. C. Osborne
Ronald C. Osborne, Director
S. C. Emergency Management Division

Date: 5/14/04

BY: Renee Hardwick
Renee Hardwick, President
S. C. Chapter of the National Emergency
Number Association

Date: 6-25-04