

# **MEMORANDUM OF UNDERSTANDING**

**Between the  
State Of North Carolina  
Department of Crime Control and Public Safety  
Division of Emergency Management  
and  
The North 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 North Carolina Division of Emergency Management (Division of EM)

## **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 North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management and the North Carolina Chapter of the National Emergency Number Association.

## **IV. BACKGROUND**

The North Carolina Chapter of the National Emergency Number Association will provide and coordinate personnel for the effective delivery of trained telecommunicators during emergency situations. The North Carolina Division of Emergency Management 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 NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

## **VI. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT**

The Department of Crime Control and Public Safety, Division of Emergency Management agrees to:

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

## **VII. DUTIES AND RESPONSIBILITIES OF THE NORTH CAROLINA CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION**

The North Carolina Chapter of the National Emergency Number Association agrees 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 with the North Carolina Chapter of the National Emergency Number Association;
- B. Provide staffing assistance and support to Public Safety Emergency Communication Centers throughout North Carolina upon request through the Division of EM;
- 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 both parties to the memorandum of Understanding.

## **IX. LIABILITY**

The North Carolina Chapter of the National Emergency Number Association will hold the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management harmless for any liability and personal injury that may occur from or in connection with the performance of this Memorandum of Understanding. The North Carolina Chapter of the National Emergency Number Association releases, waives, indemnifies and holds harmless the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management, its agents, administrators, representatives, officers, directors, employees of and from all and all manner of actions, liability, causes of action, suits, proceedings, judgments, damages, claims controversies and demands whatsoever in law or in equity arising out of, directly or indirectly, to any loss, damage, injury or suffering, known and unknown, foreseen and unforeseen, including death that may be sustained by members of The North Carolina Chapter of the National Emergency Number Association or its property, or which The North Carolina Chapter of the National Emergency Number Association's members may cause to be sustained or suffered by any third party, while acting as a member of any Telecommunicator Emergency Response Taskforce. The North Carolina Chapter of the National Emergency Number Association and its members certify to the Division of Emergency Management that each member is duly aware of the risks and hazards inherent in acting as a member of a Telecommunicator Emergency Response Taskforce and hereby acknowledge that they have become a member of The North Carolina Chapter of the National Emergency Number Association of their own free will. The North Carolina Chapter of the National Emergency Number Association and its members acknowledge that they will assume all risk of loss, damage, injury, including death, that may be sustained by members of The North Carolina Chapter of the National Emergency Number Association while acting as a member of any Telecommunicator Emergency Response Taskforce. The members of The North Carolina Chapter of the National Emergency Number Association agree that this release extends to their heirs, assigns, next-of-kin, executors, administrators or personal representatives' hereafter.

Furthermore, members of The North Carolina Chapter of the National Emergency Number Association acknowledge that they shall not be agents or employees of the State of North Carolina when responding to an incident pursuant to the Memorandum of Understanding executed by the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management and The North Carolina Chapter of the National Emergency Number Association and its members further acknowledge that The North Carolina Chapter of the National Emergency Number Association has indemnified the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management for any liability and personal injury that may occur from or in connection with the performance of the Memorandum of Understanding. The North Carolina Chapter of the National Emergency Number Association and its members further acknowledge and understand that

**in the event that they are injured or killed while performing duties in connection with this Memorandum of Understanding that they will not be covered by the State's workers compensation insurance.**

**In addition to the foregoing, The North Carolina Chapter of the National Emergency Number Association and its members hereby further covenant not to sue the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management, 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 the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management, 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 The North Carolina Chapter of the National Emergency Number Association and its members in emergency and disaster response activities as a member of any Telecommunicator Emergency Response Taskforce. The North Carolina Chapter of the National Emergency Number Association and its members agree that this Covenant Not to Sue extends to their heirs, assigns, next-of-kin, executors, administrators, or representatives' hereafter.**

**The North Carolina Chapter of the National Emergency Number Association 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 North Carolina Chapter of the National Emergency Number Association 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 the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management 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 The North Carolina Chapter of the National Emergency Number Association and the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management, each party shall appoint a principal representative to serve as its central point of contact responsible for coordinating and implementing this MOU. The Department of Crime Control and Public Safety, Division of Emergency**

**Management contact shall be the Emergency Services Coordinator and/or Deputy Coordinator. The contact for the North Carolina Chapter of the National Emergency Number Association shall be the President.**

## **XII. SITUS**

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

## **XIII. COMPLIANCE WITH THE LAW**

**The North Carolina Chapter of the National Emergency Number Association shall be wholly responsible for the work to be performed under this MOU for the supervision of its members. The North Carolina Chapter of the National Emergency Number Association 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 part  
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 THE \_\_\_\_ DAY OF \_\_\_\_\_, 2002.

This MOU will become effective upon execution of the signatures of all part.  
FOR THE DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY,  
DIVISION OF EMERGENCY MANAGEMENT

WITNESS:

\_\_\_\_\_  
BY: \_\_\_\_\_  
DR. KENNETH B. TAYLOR, DIRECTOR  
DIVISION OF EMERGENCY MANAGEMENT  
DATE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
BY: \_\_\_\_\_  
BILLY RAY CAMERON, DEPUTY SECRETARY  
DEPARTMENT OF CRIME CONTROL  
AND PUBLIC SAFETY

APPROVED AS TO PROCEDURES  
BY: \_\_\_\_\_

**FRED TUCKER, CONTROLLER  
DEPARTMENT OF CRIME CONTROL  
AND PUBLIC SAFETY**

**DATE:** \_\_\_\_\_

**FOR THE NORTH CAROLINA CHAPTER OF THE NATIONAL EMERGENCY  
NUMBER ASSOCIATION:**

**WITNESS:**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**PHILIP PENNY, PRESIDENT  
NORTH CAROLINA CHAPTER OF THE  
NATIONAL EMERGENCY NUMBER  
ASSOCIATION  
DATE:** \_\_\_\_\_

**APPROVED AS TO FORM SUBJECT TO EXECUTION BY BILLY RAY  
CAMERON, DEPUTY SECRETARY OF THE DEPARTMENT OF CRIME CONTROL  
AND PUBLIC SAFETY.**

**ROY COOPER  
ATTORNEY GENERAL OF NORTH CAROLINA**

**BY:** \_\_\_\_\_

**ASSISTANT ATTORNEY GENERAL**