MEMORANDUM OF UNDERSTANDING

**Between the**

**Kentucky Emergency Response Taskforce,**

**The Kentucky Chapter of the Emergency Number Association,**

**Kentucky Chapter of the Association of Public-Safety Officials**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **SUBJECT**

This Memorandum of Understanding (MOU) concerns the development and use of the Telecommunicator Emergency Response Taskforce (TERT) for disaster relief operations in the Commonwealth of Kentucky and coordinated by the State Coordinator of Kentucky Emergency Response Taskforce.

1. **PURPOSE**

This Memorandum of Understanding establishes procedures and policies that will guide the parties hereto in the use of the Telecommunicator Emergency Response Taskforce for requested assistance during manmade or natural disaster relief operations.

1. **PARTIES**

The parties of this Memorandum of Understanding are the Kentucky Chapter of the National Emergency Number Association (KENA), the Kentucky Chapter of the Association of Public-Safety Communications Officials (KYAPCO), the Kentucky Telecommunicator Emergency Response Taskforce (KY-TERT) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Public Safety Communications Center/Public Safety Answering Point. Each Public Safety Communications Center/Public Safety Answering Point shall have at least one member of their staff that is a member of KENA or KYAPCO.

1. **BACKGROUND**

KENA, KYAPCO AND KY-TERT will provide and coordinate personnel for the effective delivery of trained telecommunicators during emergency situations. KYEM is the lead state agency in coordinating state resources for emergency services operations and assists counties and local governmental units in coordinating requests for specialized resources such as trained telecommunicators throughout the state.

1. **DUTIES AND RESPONSIBILITES OF KENTUCKY TELECOMMUNICATOR EMERGENCY RESPONSE TASKFORCE**

The KY-TERT 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 Commonwealth of Kentucky 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 Mutual Aid Agreement, and for the coordinating the use of those members upon receipt of 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 KENA, KYAPCO and KY-TERT.

B: Coordinate the provision of reasonable staffing assistance and support to PSAP’s throughout Kentucky upon request through Kentucky Division of Emergency Management.

C: Maintain a reasonably accurate database of response-ready agencies and personnel and provide a copy of the same to KYEM.

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

1. **MODIFICATIONS OF MEMORANDUM**

Modifications of this Memorandum of Understanding must be made in writing and approved by all parties entering into the Memorandum.

1. **LIABILITY**

KENA, KY-APCO AND KY-TERT, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will hold KYEM and each other harmless for any liability and personal injury that may occur form or in connection with the performance of this Memorandum of Understanding. KENA, KY-APCO and KY-TERT release, waive, indemnify and hold harmless KYEM its agents, administrators, representatives, officers, directors, employees of and from all and all manner actions, liability, causes of action, suits, proceedings, judgements, 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 KENA, KY-APCO and KY-TERT or their property, or which KENA’s, KY-APCO’s and KY-TERT’s members may cause to be sustained or suffered by any third party, while acting as a member of any TERT. KENA, KY-APCO and KY-TERT and their members certify to KYEM that each member is duly aware of the risks and hazards inherent in acting as a member of KY-TERT and hereby acknowledge that they become a member of KENA, KY-APCO or KY-TERT of their own free will. KENA, KY-APCO and KY-TERT and their members acknowledge that they will assume all risk of loss, damage, injury, including death that may be sustained by members of KENA, KY-APCO or KY-TERT while acting as a member of any TERT response. The members of KENA, KY-APCO and KY-TERT agree that this release extends to their heirs, assigns, next-of-kin, executors, administrators or personal representatives.

Furthermore, members of KENA, KY-APCO and KY-TERT, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledge that they shall not be agents or employees of the Commonwealth of Kentucky when responding to an incident pursuant to the memorandum of Understanding and their members further acknowledge that KENA, KY-APCO and KY-TERT have indemnified KYEM for any liability and personal injury that may occur from or in connection with the performance of the Memorandum of Understanding. The KENA, KY-APCO and KY-TERT and their members further acknowledge and understand that in the event that they are injured or killed while performing duties in connection with the Memorandum of Understanding that they will not be covered by the Commonwealth of Kentucky’s workers compensation program. Workers’ Compensation coverage will be provided by the participating agency signing this agreement.

In addition to the foregoing, KENA, KY-APCO, KY-TERT, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and their members herby covenant not to sue KYEM, its agents, administrators, representatives, officers, directors or employees for any matter within the stated scope of the foregoing and shall not and will not bring commerce , prosecute, maintain or cause to be brought, commenced prosecuted or maintain to suit, claim, action or charge against KYEM, its agents, administrators, representatives, officers, directors, employees upon or related to any cause of action, claim, suit, tort, controversy, damage, liability of demand, whatsoever, arising out of directly or indirectly, the participation of KENA, KY-APCO of KY-TERT and their members in emergency and disaster response activities as a member of any TERT. KENA, KYAPCO and KYTERT and their members agree that this Covenant Not to Sue extends to their heirs, assigns, next-of-kin, executors, administrators or representatives.

KENA, KYAPCO, KYTERT, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and their 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. KENA, KY-APCO and KY-TERT, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ their members further agree that the Release and Covenant Not to SUE does not waive or limit any defense in law or in the equity available to the Commonwealth of Kentucky Department of Military Division of Emergency Management and is not to be construed as a waiver of sovereign immunity.

1. **TERMINATION**

This MOU can be terminated upon submission of a thirty (30) day advance written notice of termination by any party.

1. **COMMUNICATIONS**

To provide consistent and effective communication between, KY-TERT and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, each party shall appoint a principal representative to serve as its central point of contact responsible for coordinating and implementing this MOU. The KYEM contact shall be the Emergency Service Coordinator and/or Deputy Coordinator. The contacts for KYTERT shall be the State Coordinator.

1. **SITUS**

This MOU shall be governed by the laws of the Commonwealth of Kentucky and any claim for breach or enforcement shall be filed in the Circuit Court in Franklin County, Kentucky.

1. **COMPLIANCE WITH THE LAW**

KENA, KY-APCO, KY-TERT and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be wholly responsible for the work to be performed under this MOU for the supervision of its members. KENA, KY-APCO and KY-TERT 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.

1. **ENTIRE AGREEMENT**

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

1. **EXECUTION**

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

**FOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR THE KENTUCKY CHAPTER OF THE NATIONAL EMERGENCY NUMBER ASSOCIATION**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR THE KENTUCKY CHAPTER OF THE ASSOCIATION OF PUBLIC-SAFETY COMMUNICATIONS OFFICALS**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR THE KENTUCKY TELECOMMUNICATOR EMERGENCY TASKFORCE**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_