



Missouri Telecommunicators
Emergency Response Task Force
Kallie Turner, State Coordinator
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Missouri Telecommunicator Emergency Response Taskforce

(MoTERT)

Memorandum of Understanding

This Memorandum of Understanding (MOU) stipulates the requirements and agreements for agencies participating in or sponsoring personnel to the Missouri Telecommunicator Emergency Response Taskforce (MoTERT)

This MOU entered into on the _____ day of _____, 20 ____, by and between the Missouri Telecommunicator Emergency Response Taskforce , hereafter known as MoTERT, and the City of Lee's Summit, Missouri on behalf of its Emergency Public Safety Communications within the police and fire departments of the City:

RECITAL

Whereas, TERT involves a comprehensive program that includes assistance to individual states in developing programs that would lead to the establishment of predetermined and selected trained teams of individuals who can be mobilized quickly and deployed to assist communications centers during disasters and MoTERT has developed in the state of Missouri to provide similar assistance; and

Whereas, the undersigned parties to this MOU hereto support the MoTERT program: and

Whereas, the undersigned parties hereto maintain equipment and/or personnel for emergency response within its own jurisdiction; and

Whereas, it is deemed mutually beneficial to the parties hereto to enter into a MOU concerning mutual aid and cooperation with regard to emergency telecommunications responses to natural and man-made catastrophes, that are beyond the abilities and/or resources of the undersigned party; and

Whereas, the undersigned parties hereto desire to augment their emergency telecommunications response resources in times of natural and man-made catastrophes; and

Whereas, the parties hereto desire that the terms and conditions of the MoTERT MOU be established:



Therefore, the parties hereto mutually agree as follows:

AGREEMENT

1. Personnel requested to respond to a TERT activation, or participate in training and regional exercises, shall be provided full compensation under the sponsoring agency's liability and compensation policies and plans, including, but no limited to, salaries, health, liability, and worker's compensation benefits. Participation in the MoTERT program by the City of Lee's Summit is voluntary and MoTERT shall not be held liable for any loss, damage, or compensation of any type whether implied or inferred. To the extent authorized by law, each sponsoring agency will provide for the full payment of compensation and benefits to its personnel when responding to a TERT activation or while participating in a MoTERT function pursuant to this Memorandum of Understanding, in the same manner and on the same terms as if the individual was activated in their respective jurisdiction.
2. MoTERT activated personnel will be responsible for reporting to the requesting agency when notification of an activation is received.
3. MoTERT activated personnel will respond to the activation with personal equipment, clothing and/or other equipment issued to them the sponsoring agency.
4. Personnel will be made available when possible to meet the initial and annual continuing education and training requirements of MoTERT. Personnel will be made available to assure compliance with the training requirements, unless to do so would cause an immediate hardship to the sponsoring agency.
5. When possible, personnel will be made available to respond to a TERT activation inside or outside of their jurisdiction/work location, both on and off duty times, unless to do so would cause an immediate hardship on the sponsoring agency. Personnel will respond at no cost to the requesting agency provided they are responding to a properly executed TERT activation and are part of a MoTERT response except as outlined in paragraph 6. If the incident is declared a "Disaster" by the Governor of



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Missouri and/or President of the United States, each sponsoring agency may be able to seek reimbursement as outlined by FEMA federally declared disaster requirements from the requesting agency.

6. The parties to this MOU shall not be liable for reimbursement to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The requesting agency shall be not liable to the responding agency (ies) for any other costs associated with, or arising out of, the rendering of assistance by a MoTERT response pursuant to this MOU; except, however, the responding agency (ies) may request reimbursement to actual expenses, replenish equipment and supplies. However, should the incident be declared a disaster by the President of the United States and/or Governor of Missouri, it shall be incumbent upon the requesting agency to coordinate with the responding agency(ies) the calculation of actual costs incurred for use of personnel and equipment. The requesting agency shall also, upon receipt of reimbursement funds, coordinate with the responding agency (ies) the disbursement of those funds related to personnel and equipment provided by the responding agency (ies).

7. In the event of a natural or man-made catastrophe in the undersigned jurisdiction that may necessitate the need of a MoTERT response, it shall be the duty of the requesting agency Incident Commander to assure that the request for the MoTERT response is communicated per the requesting agency protocols and policy.

8. In the event a request for a MoTERT response is properly made by the requesting agency, the responding agency's equipment and personnel will be under the control of their own team leader (s), with the senior team leader reporting to and taking directions from the requesting agency's Incident Commander.

9. The services performed and expenditures made under this MOU shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the responding agency within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purpose of this MOU, the requested response is rendering aid once it departs its own jurisdictional boundaries.



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10. Nothing contained in this MOU shall in any manner be construed to require any of the parties to respond to a request for services when the personnel of the responding agency (ies) to whom the request is made are, in the opinion of the responding agency, needed or are being used with the boundaries of that agency, nor shall any such request require the requested agency to continue to provide services to another jurisdiction when its service personnel, vehicles or equipment are, in the requested agency (ies) opinion, needed for other duties within its own boundaries.
11. The sponsoring agency shall not be liable in any way to MoTERT or the requesting agency or its inhabitants or any other person, firm or corporation for failure to respond a MoTERT activation.
12. Nothing in this MOU is intended to, nor shall it be interpreted to override, supersede, nullify, or in any way change any mutual aid agreement or understanding currently enjoyed by any party, jointly or severely.
13. This Memorandum of Understanding may be modified with the approval of the City of Lee's Summit, agency directors, the manager of the various localities, and MoTERT State Coordinator.
14. This Memorandum of Understanding may be terminated by providing written notice thirty (30) days prior to termination to the MoTERT Board.



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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers, with their respective official seals affixed hereto and attested by their respective governing authority, and indicated thereafter the ordinance or resolution authorizing the execution.

City of Lee's Summit

Jurisdiction/Agency Name (Sponsoring Jurisdiction/Agency)

_____	_____ Mayor	_____
Authorized Signature	Title	Date Signed

_____	_____
MO TERT Coordinator	Date Signed

Approved as to Form

/s/ Beth Murano

Chief Counsel of Public Safety