



CAMET Duties and Responsibilities

Presented by the
NC Department of Crime Control & Public Safety
Division of Emergency Management
and the
NC Department of Agriculture & Consumer Services
Emergency Programs Division



Overview (1)



Duties and Responsibilities:

- Authority for MOA
- County Obligations
- NCEM Obligations
- Limitation of Liability



Exact MOA language:

The purpose of this MOA is to enumerate the duties and responsibilities of the County of _____, North Carolina and the Division of Emergency Management for the loan and use of a state-owned CAMET trailer unit.

Overview (2)



Duties and Responsibilities:

- State Property
- Other Points to Note
- Compliance with the Law
- Termination of MOA
- Return of Property



Exact MOA language:

The purpose of this MOA is to enumerate the duties and responsibilities of the County of _____, North Carolina and the Division of Emergency Management for the loan and use of a state-owned CAMET trailer unit.

Authority for MOA



- NC Emergency Management Act
 - Chapter 166A of NC General Statutes
- NC Emergency Operations Plan
- NC Statewide Emergency Management Mutual Aid and Assistance Agreement



Exact MOA language:

The parties enter into this MOA pursuant to the following authorities: 1) The N.C. Emergency Management Act at Chapter 166A of the North Carolina General Statutes; 2) The N.C. Emergency Operations Plan available at <http://www.nccrimecontrol.org/Index2.cfm?a=000003,000010,000024> ; 3) The North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement available at <http://www.nccrimecontrol.org/Index2.cfm?a=000003,000010,001685>;

County Obligations



- Maintain and store unit & equipment
- Deliver unit for maintenance & repair
- Get NCEM permission for work needed
- Properly utilize CAMET
- Insure towing vehicles
- Insure people using and towing CAMET
- Surrender unit to NCEM upon request



This slide shows an overview of the county duties and responsibilities outlined in the

Maintain and Store



- Maintain and store unit and equipment in a responsible manner
- Avoid deterioration or destruction due to
 - Weather
 - Vandalism
 - Neglect
 - Similar causes



Maintain Unit (1)



- Maintain equipment in compliance with:
 - Manufacturer's recommendations
 - NC DOL Division of Occupational Safety & Health standards
- Maintain CAMET trailer unit to meet
 - Federal regulatory requirements
 - State regulatory requirements



Maintain Unit (2)



- Deliver NCEM owned CAMETs to approved facility for routine maintenance and repairs
 - NC DOT facility
 - Other facility approved by NCEM
- Get NCEM written approval before you assign, transfer, or subcontract any work to be performed on units owned by NCEM



Properly Utilize



- Use CAMET for purpose of providing animal shelter for
 - Disasters
 - EmergenciesAs declared by County, State or Federal authorities



Insure Towing Vehicles



- Provide continuous insurance, self insurance or a self-insured retention fund
 - Vehicles used to tow CAMET trailer unit
- Provide certificate of insurance or proof
- Policy should include
 - automobile liability
 - automobile collision
 - property insurance



Exact MOA language:

Maintain at its own expense and keep in effect insurance, self-insurance or a self-insured retention fund for automobile liability, automobile collision and property insurance for the vehicles used to tow the CAMET trailer unit and provide a certificate of insurance or proof of self-insurance or self-insured retention funds indicating coverage for automobile liability, collision and property insurance for the vehicles;

Insure People



- Obtain and maintain insurance, self-insurance or a self-insured retention fund for workers compensation
- Policy should include
 - persons using the CAMET
 - Persons towing the CAMET



Surrender Unit



- Surrender the CAMET trailer unit and equipment to NCEM upon request
 - In emergency or disaster declared by the Governor or the Legislature
 - For Emergency Management Assistance Compact (EMAC) request



Exact MOA language:

In the event of an emergency or disaster declared by the Governor or the Legislature or a request for assistance under the Emergency Management Assistance Compact at N.C.G.S. 166A-40 et. seq., surrender the CAMET trailer unit and equipment to the North Carolina Division of Emergency Management upon request;

NCEM Obligations



- Loan CAMET trailer unit and equipment to county
 - After request for unit is approved
- Provide advance notice if CAMET must be relocated in the Eastern Branch Area
- Maintain insurance and registration for unit
- Transfer title to county when appropriate



This slide shows an overview of the NC Division of Emergency Management duties and responsibilities outlined in the

Exact MOA language:

Loan one (1) CAMET trailer unit and equipment to the County;

Give notice to County in advance if the trailer must be relocated in the Eastern Branch Area;

Maintain and keep in effect during the term of this Agreement Automobile Liability and Automobile Collision insurance for the CAMET trailer unit and equipment and maintain motor vehicle registration on the unit until title to the CAMET trailer unit is transferred to County on June 30, 2010;

Transfer title to the CAMET trailer unit and equipment to County on June 30, 2010.

Limitation of Liability



- County will hold the NC Division of Emergency Management harmless for any liability including but not limited to:
 - Personal injury
 - Loss
 - Damage
 - Injury or suffering
- See MOA for additional information



Exact MOA language:

County will hold the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management harmless for any liability including, but not limited to, personal injury that may occur from or in connection with the performance of this Memorandum of Agreement to the extent permitted by the North Carolina Tort Claims Act. The County releases, waives, indemnifies and holds harmless the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management, its agents, representatives, officers, directors, employees, of and from any and all manner of actions, liability, causes of action, suits, proceedings, judgments, damages, claims, controversies and demands whatsoever in law or equity arising out of, directly or indirectly, any loss, damage, injury or suffering, known or unknown, foreseen and unforeseen, including death, that may be sustained by the County, its agents, representatives, officers, directors and employees to the extent permitted by the North Carolina Tort Claims Act. The County further releases, waives, indemnifies and hold harmless the State of North Carolina, Department of Crime Control and Public Safety, Division of Emergency Management, its agents, representatives, officers, directors, employees, of and from 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, any loss damage, injury or suffering, known or unknown, foreseen and unforeseen, including death that the County may cause to be sustained or suffered by any third party to the extent permitted by the North Carolina Tort Claims Act. County agrees that this Limitation of Liability shall survive the termination of this agreement and shall be in all respects effective and binding and not subject to termination or rescission.

The parties further agree that this Limitation of Liability shall not be construed as a waiver of sovereign immunity by either party. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

State Property



- County responsible for custody and care of CAMET unit and equipment
- County will reimburse NCEM for loss or damage to CAMET or equipment



Other Points to Note



- MOA modifications must be in writing and approved by County and NCEM
- MOA governed by the laws of NC
- Venue for disputed matters or claims is the Superior Court of Wake County, NC
- MOA in compliance with all State and Federal antitrust laws



Compliance with the Law



- County responsible for work performed under MOA
 - supervision of employees and agents
- County must comply with all laws
- MOA cannot be assigned or transferred by County without the written approval of NCEM



Exact MOA language:

County shall be wholly responsible for the work to be performed under this MOA and for the supervision of its employees and agents. County 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 MOA, including those of Federal, State, and local agencies having appropriate jurisdiction. This Agreement or any interest therein shall not be assigned or transferred by County without the written approval of NCEM.

Termination of MOA



- MOA in effect from the date of execution for the period described
- MOA may be terminated by either party in writing
- Termination notice should be provided 15 days in advance



Return of Property



- If MOA terminated all property goes back to NCEM
- County must properly maintain property until NCEM takes possession
- County must return CAMET and equipment to NCEM storage facility within 30 days
 - CAMET should be cleaned and restocked



Exact MOA language:

If this Agreement is terminated for any reason, then all property loaned or provided to the County pursuant to the terms of this Agreement by NCEM shall revert to NCEM. The County agrees to properly maintain and preserve all such property until such time as NCEM regains physical possession. Upon termination of the MOA for any reason, County shall return the CAMET trailer unit and equipment to the Division of Emergency management storage facility within thirty (30) days of the date of termination.

Conclusion



- MOA applies to NCEM and counties borrowing or using state-owned CAMETs
- Know the MOA duties and responsibilities before requesting CAMET
- Make appropriate preparations for your county's duties and responsibilities before requesting CAMET

