MEMORANDUM OF UNDERSTANDING BETWEEN THE MICHIGAN-MUTUAL AID BOX ALARM SYSTEM AND

Requesting Jurisdiction/Agency (a non-MABAS member)

This Memorandum of Understanding (MOU) is	made between the Michigan-Mutual Aid Box
Alarm System (MI-MABAS) and	, the Requesting
Jurisdiction/Agency that is not a member of MI-	MABAS (Requesting Party). In this MOU,
MI-MABAS and the Requesting Party may also	be referred to individually as "Party" or jointly
as "Parties".	

<u>PURPOSE OF MOU</u>: The purpose of this MOU is to establish a formal understanding between the Parties for payment of any response and/or rescue operations to be performed by any MI-MABAS member.

1. Obligations of the Parties:

- 1.1 The Requesting Party hereby acknowledges that any response by MI-MABAS, including equipment, personnel, and/or services provided pursuant to this MOU, absent a state or federal declaration of emergency or disaster shall require complete reimbursement to MI-MABAS for all expenses for equipment, personnel and/or services provided at the incident. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to the Requesting Party.
- 1.2 The Requesting Party hereby acknowledges that at all times MI-MABAS personnel remain employees of their Participating Agencies even when performing at the direction of any Incident Commander or Task Force Leader.
- Liability. Each Party operating under this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations. When performing disaster relief activity, and day-to-day emergency response, MI-MABAS members enjoy all powers, duties, rights, privileges and immunities, including, but not limited to protection under the Michigan Government Tort Liability Act and Workers' Compensation benefits from their Participating Agency employer except for Private Agency members.
- 3. <u>Reservation of Rights</u>. This MOU does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- 4. **<u>Duration of MOU.</u>** This MOU shall be effective when executed by both Parties and shall remain effective until cancelled or terminated by either Party.

- 5. <u>Compliance with Laws</u>. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this MOU.
- 6. **Severability**. If a court of competent jurisdiction finds a term or condition of this MOU to be illegal or invalid, then the term or condition shall be deemed severed from this MOU. All other terms, conditions, and provisions of this MOA shall remain in full force.
- 7. **Governing Laws**. This MOU shall be governed, interpreted, and enforced by the laws of the State of Michigan.
- 8. <u>MOU Modification</u>. Any modifications, amendments, rescissions, waivers, or releases to this MOU must be in writing and agreed to by both Parties.
- 9. <u>Entire Agreement</u>. This MOU represents the entire agreement and understanding between the Parties. This MOU supersedes all other oral or written agreements between the Parties.

By:		
-	MI-MABAS Responding Member	Date
By:		
•	Requesting Party Authorized Representative	Date