

**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".

PURPOSE OF MOU: 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.

2. **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. **Reservation of Rights.** 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. **Duration of MOU.** This MOU shall be effective when executed by both Parties and shall remain effective until cancelled or terminated by either Party.

