

**MEMORANDUM OF UNDERSTANDING BETWEEN
MICHIGAN MUTUAL AID BOX ALARM SYSTEM AND**

(Validated Special Operations Team)

This Memorandum of Understanding (MOU) is made between the Michigan Mutual Aid Box Alarm System (MI-MABAS) and _____, as a _____ (Hazardous Materials (Hazmat), a Technical Rescue Team Component or Tier II Incident Management Team), a team validated and accepted by Michigan MABAS for its participation as a response organization within the Michigan MABAS response system. MI-MABAS is organized through the Constitution of the State of Michigan, 1963 Article VII, Section 28, and the Urban Cooperation Act of 1967, 1967, PA 7, MCL 124.501 et seq. MI-MABAS is an advanced mutual aid system to that supports local fire departments for incidents that overwhelm a local resource. The mission of MI-MABAS is to coordinate the most effective and efficient intra- and interstate mutual aid mobilization and deployment to requests for aid during emergencies or disasters.

Purpose of MOU: The purpose of this MOU is to establish a formal understanding between the Parties for Special Operations Team participation in the MI-MABAS response system. As such, the Parties agree to the following:

1. **Obligations of Special Response Team:**

By signing this agreement the Special Response Team acknowledges that his/her duties include, but are not limited to:

- 1.1 Participation in training that may occur both in and out of the State of Michigan.
- 1.2 Participation in training exercises.
- 1.3 Maintain certified Roster and Equipment Cache consistent with MI-MABAS Validation requirements.
- 1.4 Respond when called upon by a MI-MABAS activation to perform Special Operations Team activities, provided that the Special Operations Team shall have the right to refuse activation depending on the needs of the Special Operations Team in its own jurisdiction. The Special Operations Team may be deployed intrastate, or interstate if requested via an EMAC request through the MSP EMHSD.
- 1.5 While on duty, the Special Operations Team is subject to the operational control of the authority in charge of disaster relief activities.
- 1.6 Each Special Operations Team shall be responsible for obtaining and maintaining all licenses, permits, certificates and governmental authorizations to perform its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the MI-MABAS Executive Board.
- 1.7 The participating Special Operations Team agrees that it will accept and utilize the cost recovery set forth by MI-MABAS.
- 1.8 The participating Special Operations Team agrees that it will participate in the validation process on tri-annual basis.

2. **Liability.** Each Party operating under this Agreement shall bear the risk of its own actions as it would with normal, day-to-day operations. Pursuant to the Michigan Emergency Management Act (MCL 30.401 et seq.) (the Act), the State of Michigan, any political subdivision of the State of Michigan and their employees, officers, and agents, are not liable for any injuries that may occur to any person or for any damage to property during disaster relief activity (this includes training as set forth in the Act). When performing disaster relief activity, members enjoy all powers, duties, rights, privileges and immunities, including, but not limited to protections under the Michigan Government Tort Liability Act and workers' compensation benefits from their participating agency.

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. **Termination or Cancellation of MOU.** Either Party may terminate or cancel this Agreement for any reason upon 30 calendar days written notice to the other Party.

5. **Notice.** All notices or other communications given by either Party to the other under this MOU shall be in writing and shall be personally delivered, sent by registered or certified mail, return receipt requested, or by overnight delivery services with full tracking and verification capability, to the other Party at its address set forth above or such other address as a Party may subsequently designate in writing. The date of personal delivery or upon verification and receipt of such certified or registered mailing, or overnight delivery as the case may be, shall be deemed to be the date on which such notice is given.

6. **Compliance with Laws.** 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.

7. **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 MOU shall remain in full force.

8. **Governing Laws.** This MOU shall be governed, interpreted, and enforced by the laws of the State of Michigan.

9. **MOU Modification.** Any modifications, amendments, rescissions, waivers, or releases of this MOU must be in writing and agreed to by both Parties.

10. **Entire Agreement.** 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 Program Manager Date

By: _____
 Validated Team Authorized Member(s) Date

By: _____
 Validated Team’s Appointed Authority(s) Date