

MICHIGAN MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Effective Date: _____

BETWEEN

MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION (MI-MABAS)

AND _____ (Private Partner) _____.

This Agreement is entered into between the Michigan Mutual Aid Box Alarm System Association (MI-MABAS), hereinafter referred to as "MI-MABAS," and _____, hereinafter referred to as "_____", to define roles, responsibilities, and expectations for supporting MI-MABAS operations across the state. MI-MABAS and _____ are collectively known as the "Parties."

This Agreement supersedes any and all prior agreements between MI-MABAS and ____(Private Partner)_____.

WHEREAS, the Private Provider (known as the Private Partner within this agreement) has entered into a contract or agreement with a local MI-MABAS Division Member to provide emergency and/or disaster response services; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure the benefits of fire protection, suppression, rescue, emergency medical services, hazardous materials control, technical rescue, and/or other

emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form a formal partnership to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster, or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivision's Private Partners. Furthermore, it is acknowledged that deployment of resources through the Michigan Mutual Aid Box Alarm System (MI-MABAS) is the most desirable option for the effective and efficient provision of mutual aid.

This agreement establishes a formal partnership between MI-MABAS and _____, who has been designated and approved by a signatory MI-MABAS Member, shall provide the same contracted services provided to

the MI-MABAS Member when deployed through the MI-MABAS Out of Division Box Cards Activation Process, according to the MI-MABAS Mission Ready Package Handbook and Emergency Response Plan.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive, or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means MI-MABAS Private Partner Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MI-MABAS") means a definite and prearranged plan whereby response and assistance is provided to a Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;
- C. "Party" means a Private Partner that has entered into this Agreement as a signatory;
- D. "Requesting Party" means a political subdivision requesting assistance under the MI-MABAS Member Agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;

- F. "Private Member" means any party who has been designated and approved by a signatory MI-MABAS Member.
- G. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- H. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- I. "Serious Threats to Public Health and Safety" means other threats or incidents, such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;
- J. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- K. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;

- L. "Executive Board" means the governing body of MI-MABAS composed of Division representatives.
- M. "Effective Date" means the date on which the Agreement is first filed with the Secretary of State (or the Office of the Great Seal) and each county where the Parties are located.
- N. "Private Partner" means a local provider that has a service contract or agreement with a signatory MI-MABAS Member. A Private Partner shall respond with the same response capabilities through the MI-MABAS Out of Division Box Cards Activation Process according to the MI-MABAS Mission Ready Package Handbook and Emergency Response Plan when deployed under the terms of the Agreement.

SECTION THREE

Executive Board of MI-MABAS

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, bylaws, and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee (also known as a "Proxy") from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division.

A President and Vice President shall be elected from the representatives of the Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of MI-MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and bylaws of the MI-MABAS shall be established by the Member Divisions via the Executive Board as deemed necessary for the administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct the Authorized Representative of the Private Partner, or his or her designee, to take necessary and proper action to render aid to the Parties in accordance with the policies and procedures established and maintained by the MI-MABAS.

- B. Upon the Private Partner's Authorized Representative's receipt of a request from another Party for Services, the Private Partner's Authorized Representative shall have the right to commit the requested Services to the assistance of the Requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Private Partner. The judgment of the Private Partner's Authorized Representative shall be final as to the personnel and equipment available to render aid.
- C. The Private Partner's authorized representative that has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a Requesting Party pursuant to this Agreement shall at all times remain employees of the Private Partner, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress. Personnel dispatched intrastate to assist a Party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law.

Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster and excluding resources for Special Operations Teams and transporting EMS units, shall be provided at no charge to the Requesting Party for the first eight (8) hours. Any expenses recoverable from third parties shall be equitably distributed among the Responding Parties.

Requests for a response from any MI-MABAS Special Operations Team may require full reimbursement to the responding Team for all expenses incurred, including but not limited to equipment, personnel, management and administration, and other services provided at an incident. The Executive Board shall adopt fee schedules establishing rates for Special Operations Team responses.

Licensed transporting EMS units authorized as part of a deployment may seek reimbursement from applicable private or governmental health insurance programs in accordance with their normal billing practices (including loaded patient miles only), in accordance with all applicable state and federal laws. Direct billing to patients for

services provided under this Agreement shall not be the responsibility of the Requesting Party and is not contemplated as part of MI-MABAS deployment reimbursement.

Nothing herein shall be construed to prohibit recovery of funds from any state or federal agency under applicable statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or an arrangement with an insurance provider approved by the State of Michigan. The MI-MABAS Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Party to the MI-MABAS Executive Board.

Both parties confirm and acknowledge that they maintain adequate insurance coverage to cover claims or damages arising out of the provision of services under this Agreement. A lapse in the insurance coverage required under this Agreement by either Party shall be considered a material breach of this Agreement, and the Agreement shall

become null and void automatically as to that Party at any time such a lapse in coverage exists.

SECTION TEN

Liability

The Private Partner will be solely responsible for the actions of its personnel while performing duties outlined in this Agreement. MI-MABAS will not be held liable for any damages or costs arising from the Private Partner's activities. In any claims that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees. Neither party shall have any right, under any legal principle, to be indemnified by the other Party or any of its employees or agents in connection with any claim. This Agreement 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 held by MI-MABAS or the Private Partner.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Private Partners, officers, agency, or employees of any public agency or employees when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Private Partners, officers, agents,

or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. This Agreement shall be effective from the date of signature and shall remain in effect until terminated by either party.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the MI-MABAS Executive Board or Private Partner.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be

interpreted, enforced, and governed under the laws of the State of Michigan.

- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended, or an alternative form of the Agreement adopted, only upon written agreement and approval of all Parties. The undersigned Private Partner approves this Agreement to which this signature page will be attached, and agrees to be a Party and be bound by the terms.
- H. Compliance with Law. MI-MABAS shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, or certificate to the requesting Party.
- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Private Partner to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Signatories:

Name of Private Partner Authorized Representative (Print)

Signature of Private Partner Authorized Representative

Date

Name of MI-MABAS Division Authorized Representative (Print)

Division #

Signature of MI-MABAS Division Authorized Representative

Date

MI-MABAS Approval (internal MI-MABAS use only)

Signature (President)

Printed Name

Date