

**MEMORANDUM OF UNDERSTANDING BETWEEN MICHIGAN URBAN SEARCH AND
RESCUE TASK FORCE 1 AND**

(Task Force Member)

This Memorandum of Understanding (MOU) is made between Michigan Urban Search and Rescue Task Force 1 (MI-TF1) and _____. In this MOU, MI-TF1 and the participating Task Force Member 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 participation in MI-TF1. As such, the Parties agree to the following:

1. **Obligations of the Task Force Member:**

By signing this agreement the Task Force Member 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 a minimum of three Task Force Training Exercises per year.
- 1.3 Participation in Task Force organizational meetings as deemed necessary by the Task Force Leaders.
- 1.4 Respond when called upon by the Task Force Leader to perform search and rescue activities, provided that the Task Force Member's Agency shall have the right to maintain the operational capability of its own jurisdiction. The Task Force Members may be required to deploy within two hours of activation. The Task Force Member may be deployed intrastate, or interstate if requested via an EMAC request through the State Administrative Agency.
- 1.5 While on duty, the Task Force Members are subject to the operational control of the authority in charge of disaster relief activities.
- 1.6 Each Task Force Member 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 Task Force Management.
- 1.7 Each Task Force Member will be assigned equipment. If assigned equipment is lost, damaged or stolen while in possession of the Task Force Member and Task Force member is not engaged in training, exercise or response, the Task Force Member shall replace said equipment.

2. **Obligations of MI-TF1:**

- 2.1 MI-TF1 will provide all personal protective equipment (PPE), tools and vehicles to Task Force members.
- 2.2 MI-TF1 will coordinate General and Technical (Rope) skill set training as required.
- 2.3 MI-TF1 will design, schedule, and conduct urban search and rescue exercises.
- 2.4 Back-fill and overtime may be paid when available, through Federal Grant Dollars in accordance with the Federal Grant Guidelines.
- 2.5 MI-TF1 will provide respiratory fit testing as required.

3. **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, MI-TF1 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 employer.

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **Governing Laws.** This MOU shall be governed, interpreted, and enforced by the laws of the State of Michigan.
10. **MOU Modification.** Any modifications, amendments, rescissions, waivers, or releases of this MOU must be in writing and agreed to by both Parties.
11. **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: _____
Task Force Leader Date

By: _____
Name of Task Force Member Date

By: _____
Task Force Member's Sponsoring Fire Chief Date