

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
REGION 2 URBAN SEARCH AND RESCUE TASK FORCE AND**

(Private Entity Task Force Member)

This Memorandum of Understanding (MOU) is made between the Region II Urban Search and Rescue Task Force (US&R Task Force) and _____. In this MOU, the US&R Task Force 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 the US&R Task Force. 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 3 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. The Task Force Members may be required to deploy within 2 hours of activation. The Task Force Member may be deployed intrastate, and 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 Task Force Leader in charge of disaster relief activities in the area in which they are deployed.
- 1.6 Backfill and overtime will be paid if available through Federal Grant dollars in accordance with Federal Grant Guidelines.
- 1.7 Each Task Force Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates and governmental authorizations to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the Task Force Management. Each Task Force member that is not an employee of a governmental agency is responsible for obtaining all appropriate insurances to cover any loss due to injury to self or third party injury.

2. **Liability.** It is recognized that the duties of Task Force Members during an emergency and in training for an emergency can be dangerous and potentially life threatening. In accordance with the Act, the State of Michigan, any political subdivision of the State of Michigan, and their employees, officers, and agents, are not liable for personal injury or property damage sustained by any Task Force Members during disaster relief activity (this includes training as set forth in the Act). Personnel of disaster relief forces that are not employees of the state or a political subdivision of the state are entitled to the same rights and immunities as provided by law for the employees of this state. Non-governmental disaster relief workers, private or volunteer personnel engaged in disaster relief activity are immune from tort liability as set forth in the Government Tort Liability Act.

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

