



# BERRIEN FIRE CHIEF'S ASSOCIATION

Meeting 5-18-16

Called to order by Chief Davidson at 0830 hours

## ATTENDANCE: Included in Packet

**TREASURER'S REPORT** – Chief Lamb reported a beginning balance of 2006.58. We have deposited \$1133.00 from dues and breakfast donations. We had a total of \$299.86 in debits including a 290.28 for the Dispatch Appreciation program with \$9.58 in bank fees. We have dues checks totaling \$150 yet to be deposited making a total balance of \$2989.72 in our checking account. \$34 was raised for breakfast. Motion and Second to approve the treasure report with all in favor.

**MINUTES** – Minutes from the April 16, 2016 meeting were approved.

**COMMUNICATIONS / BILLS** - None

**PRESENTATION** - None

## **COMMITTEE REPORTS**

**911** – 911 Director Agens reported on their progress with the Text to 911 efforts. So far several carriers have been brought on line with a few still to go. They hope to roll it out to the special needs community first followed by a press announcement of some time. Dave hopes to have it wrapped up in June. They still have issues relating to tracking the caller especially related to phones that aren't currently under contract with a carrier. They will work to put together an internet protocol network routed together next. Several issues and challenges will remain to be solved.

MFR Medical Response related to the priority changes was discussed. Dave is working with Dr. Beyer to put together a new priority that will be a priority 2 with and MFR assist tied in.

Dave is also still in the planning process for a move of the New Buffalo Primary Site to Grand Beach. Should happen soon.

Dave also reported on the progress with the key up issue that plagued us during the VHF system shutdown earlier this year. Telrad is putting together a quote to provide new cards that will prevent this from occurring. He also said that GPS project continues to be a work in progress.

Caitlin passed on the appreciation of the Dispatch staff for the food trays during Telecommunication Appreciation week.

The EMS unified talk group policy was discussed. Dave shared two Q&A that were conducted recently where EMS and LE were assigned to calls where shared communication was important to the success of the incident. The first in Lincoln Twp on a Narcan administration and a second incident in Royalton with a possible suicidal

subject.. In both cases Dave felt that taking dispatch out of the communication flow proved beneficial and allowed responders to more effectively communicate.

Dave then asked that the Radio Committee working on putting together the communication grant consider looking closer at the newer technology available in addition to VHF equipment. A lengthy discussion ensued relating to future concerns and pros and cons of each side of equipment possibilities. The committee agreed to keep an open mind as they move forward with the grant. It remains a need to replace the Minitor 5 pagers as they can no longer be effectively serviced. Many of the options require a retooling of our entire communication system. More to follow.

Deputy Bush also added that when your 800 radios are updated there are additional channels available on the J and F zones. Additionally, those departments participating with MABAS are able to include that zone in their equipment as well. Please consider installing them at your next MPSCS template change.

Chief Lamb asked 911 to reinforce that important info should also go out over the radio in addition to Active911. During a recent incident in Niles Township the information was typed into 911 that the fire was out in an apartment but never relayed over the radio. Responders are not able to check updates while driving. Chief Koebel asked that Active911 be generated if possible on second alarm responses so that these units will have directions offered in the program to the incident. Currently they only put an Active911 out for the original department. It was felt that it would help allow unfamiliar responders with the address. They didn't think that this would be possible under current constraints of the system however they would look into it to verify.

**DNR** – None

**Funeral Protocol** – Berrien

**EMERGENCY MANAGEMENT/LEPC** – Deputy Bush let the group know the ICS 300-400 coming up is full. He is looking for interested instructors that are certified to teach ICS to participate with the training. Michigan is also looking into bringing a Command and General Staff training program to the State. Michigan MABAS has been tasked with providing credentialing for this new program. More info to come. They are finalizing the credentialing for the Comms Unit Leader Program. Ron has already qualified. He also reminded the group that the Updated Emergency Response Guides are in. You can also load it into your smart phone or computer.

PGA planning process is underway. Working with AHJ's of this event as well as the Lane Automotive event.

Palisades Exercise is complete. Just finishing up a few of the reporting issues. The County performed well. Tweaking plan for worker decon to include personnel staging component. You would respond to this location, stage, processed, Safety briefed, KI-ed, and Tasked and assigned from there as needed.

**EMS-**

MEDIC1 - Nothing to report.

SMCAS – Captain DeLaTorre discussed the planning going on for RED BUD!

MED Flight – Ken discussed their plan to present a LZ class at the Golf Course for PGA.

Chief Koebel reported that Medical Control will no longer allow O2 to be carried on board fire apparatus for Department use. Dr. Beyer was not in attendance to discuss the issue further.

**SHERIFF-** Away in Lansing on a Jail issue.

**RED CROSS-**None.

**HAZ-MAT-** None

**BCFFA-** Gerry discussed the lack of attendance at the Bertrand Meeting. Very limited participation especially from the South End of the County. In the end they didn't have a corium. The next meeting is at Bridgman. Hopefully attendance can rebound.

**BCYF** — Gerry presented his budget of \$800 for the same program as was presented last year. He is looking for volunteers to participate. Would like to have Bridgman's trailer however we must have at least 2 dedicated firefighters throughout the day to run the program on each of the 6 days of the fair. Looking for someone to coordinate this effort or the trailer will not be utilized.

**TRAINING** – Captain Burks reported that 17 of 23 students in the evening class graduated and passed the certification testing. June 7<sup>th</sup> will be the graduation ceremony again at the fairgrounds. Officers and department representatives are strongly encouraged to attend and support your graduates. Department uniforms are also encouraged. Corey also discussed retest options for those who came up short during the testing process. He and Tommy will meet to discuss the lessons learned this year with the hopes to make next year's class even better. Chief Stover added that he has been impressed with Tommy's progress with the High School Offering. Chief Davidson added the groups thanks to all involved with providing firefighter training in our County.

Berrien Springs Fire is hosting a Drivers Train the Trainer class on August 19-20. Dave Purchase is instructing. Anyone can take the class however must be Fire Instructor 1 to teach. Those departments with VFIS insurance are free with everyone else paying \$125. August 12 is the deadline to register and students are required for their own materials. Corey is also in the planning phases of running the Fire Instructor 1 program after in 2017.

A free Rope Rescue Certification program being offered at Cook. MUSAR is instructing. August 30-31 finishing up on September 1<sup>st</sup> and 2<sup>nd</sup>. The class will be a full day on all days. Contact Doug at [DADEBEST@aep.com](mailto:DADEBEST@aep.com).

Baroda will also be presenting Fire Officer Strategies and Tactics after the 1<sup>st</sup> of the year.

The Training Committee is entertaining the idea of having a table at the fair to provide for recruitment opportunities. They could provide literature, contact info, and applications for each department.

**MABAS-**

Larry has put together an out of Division Box Card for participating departments to review. We tried to only pull limited resources from each department. With that he knows there might be adjustments. Chiefs with changes, like on any MABAS Card, should contact him with the changes.

New MABAS Statewide Agreement discussed and handed out by Plans Coordinator Frank DeLaTorre. Need to get them signed and back by the next meeting so representatives can get them to the County Clerk and MABAS Board. Existing Members do not need a formal resolution as this is just an update. We leave it up to each unit of government's process to sign the agreement. A direction sheet as well as a list of the

changes to the original agreement were discussed. This update relates to special team use with no changes to normal fire mutual aid. Chief Lamb will forward out copies of the updated agreement to participant departments.

**OLD BUSINESS** -. Chief Koebel discussed the VWatch program snag with providing the units. There are photos of the training trailer on the website.

**NEW BUSINESS** – Doug DeBest requested that we include MiTRT5 updates during the Chiefs agenda. Chief Davidson will add this group to the agenda.

*Next meeting 6-15-16 @ 1830*

RS Larry Lamb

**Berrien County Fire Chief's Association  
Attendance Sheet  
May 18th, 2016**

	Print	Signature	Dept.
1.	Mike Davidson	<i>Mike Davidson</i>	CTFD
2.	William Bond Jr	<i>William Bond Jr</i>	MENIC 1
3.	Rich Pruit	<i>Rich Pruit</i>	BFD
4.	Gerry Kabelman	<i>Gerry Kabelman</i>	S.J.C.T.F.D. 1
5.	Larry Lamb	<i>Larry Lamb</i>	NFD
6.	Ken Nemes	<i>Ken Nemes</i>	MedFlight
7.	Jim Crow	<i>Jim Crow</i>	SJDPS
8.	Cory Burks	<i>Cory Burks</i>	BCFFTC
9.	DAVE AGENS	<i>Dave Agens</i>	BC911
10.	Gary MAYNARD	<i>Gary Maynard</i>	SJTFFD 13
11.	Dennis Soltz	<i>Dennis Soltz</i>	BC911
12.	Caitlin Sampson	<i>Caitlin Sampson</i>	BC911
13.	DAN JONES	<i>Dan Jones</i>	WFD
14.	Frank DeLatorre	<i>Frank DeLatorre</i>	Sim, Co, As 9
15.	Don Durham	<i>Don Durham</i>	BCTFD
16.	Tim Jesswein	<i>Tim Jesswein</i>	Buck Twp.
17.	Rae Kabel	<i>Rae Kabel</i>	RTFD
18.	Ron Bush	<i>Ron Bush</i>	BCSD EMO
19.	Doug deBest	<i>Doug deBest</i>	Cook Plant
20.	BRUCE STARK	<i>Bruce Stark</i>	BSOF 1
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# Cook Nuclear Power Plant's Fire Brigade



The Cook Nuclear Power Plant's Fire Brigade is going to be hosting the following firefighter training course that is Michigan – Office of Fire Fighters Training (OFFT) certified. Each firefighter that attends and completes the course will be issued a certificate from the OFFT. This course will take place at the Lake Township Fire Station – Training Room, 3169 Shawnee Road, Bridgman, MI 49106.

## Rope Rescue Operations

**This 40-hour program exceeds the capabilities required in NFPA 1670 for an Operations level team.**

This is a hands-on, practical course specifically designed to address the needs of fire and rescue agencies which may be called upon to perform rope based rescues from above or below grade including the rescue of workers suspended on fall arrest as well as in support of operations at confined space, trench and structural collapse rescue incidents.

While the emphasis is on working as a team to complete the rescues, there are numerous individual skills are critical to that success. Throughout the program there is a strong emphasis on basic skills and safety. These fundamentals are important, not just for class, but as a foundation for all future rope rescue training. Each of the techniques presented has been tested and proven; and some will be proven again as a part of the program, especially in the belay workshop. After successfully completing the course, participants are able to work safely at rope rescue incidents, operate the commonly used systems (lower, raise and belay) and be familiar with the techniques used for the typical rope rescue incidents.

**Course Content:** NFPA & OSHA Standards, Standards Operating Guidelines, Safety, PPE, Hardware, Software, Knots, Anchoring, Rappelling, Self-Rescue, Belays, Lowering Systems, Mechanical Advantages, Ladder Systems, Low Angle Litter use, Roof-based pick-offs, Ground-based pick-offs, Fall Protection Patient Packaging, and Rescue Scenarios.

This course will meet on the following dates from 7:00am – 5:00pm:

- **Tuesday, Aug. 30<sup>th</sup>**
- **Wednesday, Aug. 31<sup>st</sup>**
- **Thursday, Sept. 1<sup>st</sup>**
- **Friday, Sept. 2<sup>nd</sup>**

Student requirements:

- Member of an organized Michigan Fire Department

**This course is being offered FREE of charge.**

Any questions should be directed to Fire Protection Supervisor – Doug deBest  
at (269) 465-5901 Ext. 1413 or [dadebest@aep.com](mailto:dadebest@aep.com)

**DRAFT out of Division Box Card - Please Comment to Chief Lamb**

<b>Division 3501</b>		<b>MUTUAL AID BOX ALARM SYSTEM</b>			<b>Division 3501 Out of Division Card</b>	
<b>TYPE OF ALARM:</b>		<p align="center"><i>Point of Departure</i></p> <p>NORTH POD - North Berrien North - 3061 Coloma Road, Riverside, MI      SOUTH POD- Niles Township # 2 - 2049 South 3rd Street, Niles, MI                      WEST POD- New Buffalo Twp -</p>				
<b>Out Of Division Response</b>						
+						
<b>ENGINE STRIKE TEAM</b>	<b>RESERVE ENGINE</b>	<b>RESERVE CHIEF</b>	<b>TASK FORCE</b>	<b>RESERVE LADDER</b>	<b>RESERVE ENGINE</b>	<b>RESERVE CHIEF</b>
Niles City <b>ENGINE</b> with 2 <b>Firefighters</b>  Chikaming <b>ENGINE</b> with 2 <b>Firefighters</b>  Lake Twp <b>ENGINE</b> with 2 <b>Firefighters</b>  Buchanan City <b>ENGINE</b> with 2 <b>Firefighters</b>  Watervliet <b>ENGINE</b> with 2 <b>Firefighters</b>  Bertrand Twp with 2 <b>Firefighters</b>  Royalton with 2 <b>Firefighters</b>  Bridgman with 2 <b>Firefighters</b>  Niles Township with 2 <b>Firefighters</b>  Eau Claire with 2 <b>Firefighters</b>  SMCAS <b>Ambulance</b> If requested Niles Township <b>Chief</b> Watervliet <b>Chief</b>	North Berrien <b>ENGINE</b> with 4 <b>Firefighters</b> RESERVE	Buchanan City <b>Chief</b>	Niles Twp <b>LADDER</b> with 2 <b>Firefighters</b>  Royalton <b>ENGINE</b> with 2 <b>Firefighters</b> Lincoln <b>ENGINE</b> with 2 <b>Firefighters</b> Bertrand <b>ENGINE</b> with 2 <b>Firefighters</b> New Buffalo <b>ENGINE</b> with 2 <b>Firefighters</b> Niles City with 2 <b>Firefighters</b> Buchanan City with 2 <b>Firefighters</b> Galien with 2 <b>Firefighters</b> Lake Township with 2 <b>Firefighters</b> Eau Claire with 2 <b>Firefighters</b>  Medic One <b>Ambulance</b>  Niles City <b>Chief</b> Chikaming <b>Chief</b>	Watervliet <b>LADDER</b> with 2 <b>Firefighters</b> RESERVE	North Berrien <b>ENGINE</b> with 4 <b>Firefighters</b> RESERVE	Lake <b>Chief</b>  Bridgman <b>Chief</b>
<b>The Division is only able to field a single out of division response. Any additional requests should be forwarded to Division Leadership.</b>						

**INSTRUCTIONS TO ALL**  
**Michigan Mutual Aid Box Alarm System (MI-MABAS) MEMBERS**  
**FOR EXECUTING NEW MI-MABAS AGREEMENT**

Attached please find the new MI-MABAS member Agreement. This Agreement must be signed by *all* MI-MABAS members that are either a city, village or township (CVT). A separate agreement will be provided for Muskegon HazMat and any ambulance companies that are *currently* MI-MABAS members (those that have a current and valid contract with any participating CVT). We would like to have all of the new Agreements signed and returned by June 30, 201.

1. The new Agreement must be signed by your governing body.
2. A copy of the new Agreement then must be filed with your County Clerk's Office. You should get a time stamped copy when you file the Agreement with your County Clerk's Office.
3. A copy of the Agreement then must be filed with the Office of the Great Seal (located within Michigan's Secretary of State Office). If you would prefer, your Division Rep. may bring all signed agreements from your Division to Julie and she will do the filing with the Office of the Great Seal at no cost to you. ☺
4. An additional copy must be sent to your Division Rep. to give to Julie for review.
5. Please remember that ***no resolution is necessary for this agreement!***
6. Division Reps may send the signed copy in electronic format to Julie rather than hard copy. If the Division Rep. decides to send in electronic format, please only send the first page of the Agreement and the signature page. The "Political Entity" line on the signature page *must be legible* or we will not know which CVT has signed the Agreement.

If you have any questions, please contact Julie at 284-431-0274.

Thanks to all!



## EXPLANATION OF CHANGES TO MICHIGAN-MABAS (MI-MABAS) AGREEMENT

The purpose of the new MI-MABAS Agreement is to add a provision under Section 8 for cost recovery regarding Special Operations Teams. The provision now states that a MI-MABAS Special Operations Teams may collect full cost recovery (the first 8 hours may not be for free). This provision allows the respective MI-MABAS Special Operations Teams the ability to invoice for full cost recovery for any response. Due to the expensive nature of creating and sustaining a Special Operations Team (advanced training, specialized equipment, increased number of exercises), it has been recognized that it may be cost prohibitive to allow the first 8 hours of a response to be at no cost.

The specific provisions of the Agreement that have been changed since the 1<sup>st</sup> Addendum are:

- 1) A sentence has been added to the opening paragraph that reads, “**This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.**”
- 2) A new definition has been added under Section II (Definition M) that reads, “**M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.**”
- 3) Section 8 has been modified as follows: Changes are in red:

### **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, **excluding resources for Special Operations Teams**, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. **Requests for a response from any MI-MABAS Special Operations Team shall require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses.** 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 a Requesting Party.

Any questions should be directed to Julie Secontine at 248-431-027

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION  
AGREEMENT**

**Effective Date:** \_\_\_\_\_

**BETWEEN**

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES  
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government “Parties” that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

**WHEREAS**, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

**WHEREAS**, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

**WHEREAS**, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, 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 an association 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

**WHEREAS**, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions; 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 subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

## 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 the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("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 political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;

- F. “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;
- G. “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;
- H. “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;
- I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.
- L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials

Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

### SECTION THREE

#### **Establishment of the Association, the Divisions and Executive Board of MI-MABAS**

##### **A. Establishment of the Association**

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.
3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association (“Principal Office”) shall be at such locations determined by the MI-MABAS Executive Board.

## **B. Establishment of the Executive Board.**

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws 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 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 Association.

## **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 the MI-MABAS Association, 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 by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of 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 their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.
- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus 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 Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which 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 party pursuant to this Agreement shall at all times remain employees of the Assisting Party, 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.

When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. 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, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. 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 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 arrangement with an insurance provider approved by the state of jurisdiction. The Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

## **SECTION TEN**



## **Liability**

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

## 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 Parties, officers, agency, or employees of any public agents or employees of any public agency 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 Parties, 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. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- 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 Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.
- C. This Agreement shall continue until terminated by the first to occur of the following:

- (i) The Association consists of less than two (2) Parties; or,
- (ii) A unanimous vote of termination by the total membership of the Executive Board.

## 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.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- 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 the governing

bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and 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. The Association 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, and governmental authorizations 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, certificate or governmental authorization to the requesting party.
- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party 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.

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Political Entity

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Chief Executive Official

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Date