

MACOMB COUNTY HAZMAT TEAM SERVICE AGREEMENT

WHEREAS, certain Macomb County fire departments are part of a Macomb County Hazmat Team, hereinafter referred to as Macomb County HT, for the purpose of servicing Macomb County communities with a National Incident Management System (NIMS) Type I or II Hazmat Team, pursuant to the Urban Cooperation Act, MCL 124.501 et seq.; and

WHEREAS, the Macomb County HT departments have purchased specialized equipment and obtained specialized training for fire department employees, above and beyond normal fire suppression activities, in the area of handling hazardous materials emergencies; and

WHEREAS, the undersigned agency (hereafter "Requesting Agency") desires the option of requesting assistance for hazardous materials incidents that involve the need for deployment of resources with specialized equipment and training; and

WHEREAS, the parties mutually desire to provide by agreement for the identification of hazardous materials incidents and for reimbursement of costs associated with the deployment of personnel with specialized training and equipment from the Macomb County HT.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties agree as follows:

1. **Hazardous Materials Services.** Requesting Agency shall request aid from the Macomb County Hazmat Team by contacting the designated dispatch center and advising that Requesting Agency wishes the Macomb County HT to be deployed and identifying the nature of the hazardous materials incident. Requesting Agency expressly authorizes the person from the Requesting Agency who requests services to do so, and such requests are fully binding upon the Requesting Agency. Macomb County HT Team Leaders or designee(s) will have the sole authority to determine the number of personnel and type of resources it will deploy to the scene based upon information received from the Requesting Agency. The MCHT shall have the sole authority to modify or terminate the response at any time, without liability. Requesting Agency shall be fully responsible pursuant to the terms of this Agreement for payment for services and equipment deployed by Macomb County HT once a request has been made. Requesting Agency shall be further responsible for the cost of additional services deployed, including personnel and equipment, if a request for further services is made by Macomb County HT personnel who have responded to the emergency scene.

2. **Canceling Request for Deployment by Requesting Agency.** Requesting Agency shall be fully responsible for paying all costs associated with a request for deployment, even if the request is cancelled.

3. **Computation of Time.** Time for personnel and equipment will be calculated from the time of notification of the Requesting Agency's request for deployment until the time all equipment is checked, cleaned, and returned to in-service condition, where applicable. Billing will be in increments of quarter hours rounded up to the next higher quarter hour.

4. **Support Requirements.** Macomb County HT shall function as a resource to Requesting Agency under the guidelines of the Incident Command System as established by the National Incident Management System. It will be the responsibility of the Requesting Agency to provide resources that will aid in the smooth and safe conclusion to any incident. During any Type I or II HAZMAT operation, Requesting Agency will provide the following resources:

- A. Two (2) ALS Transport Units dedicated to HAZMAT operations
- B. One (1) Class “A” Pumper with continuous water supply, staffed with no less than 2 personnel
- C. Established command post with safety officer
- D. Eight (8) – Personnel trained to the Operations level

5. **Cost Recovery Ordinance.** To the extent permitted by law, Requesting Agency agrees to adopt its own cost recovery ordinance. However, the existence or non-existence of any cost recovery ordinance or delay in or failure to receive payment from any third party shall not limit or modify the primary obligation of the Requesting Agency for full and timely payment to Macomb County HT for services rendered by it. Macomb County HT will provide documentation to support the Requesting Agency’s cost recovery efforts.

6. **Invoicing Procedures.** All invoicing for the Macomb County HT will be handled by the Macomb County Office of Emergency Management & Communications (MCOEMC). Invoices will be forwarded to the Fire Chief or the senior administrative officer in the fire department of the Requesting Agency, with a copy provided to the Mayor, Township Supervisor, or City Manager. Each invoice shall be payable within sixty (60) days from the date of mailing. Interest shall accrue at the rate of nine percent (9%) per annum on overdue invoices commencing sixty (60) days from the date of mailing of the invoice, which interest may only be waived if approved by Macomb County HT.

7. **Delinquent Accounts.** The actual costs of collection, including administrative costs and actual attorney fees, shall be paid to the Macomb County HT by the Requesting Agency that requested the service but failed to remit timely payment to the MCOEMC as required in section 6 above. For any accounts which are overdue and unpaid, Macomb County HT may elect not to respond to requests for assistance from Requesting Agency until all accounts of Requesting Agency are paid in full or a suitable payment arrangement has been approved by Macomb County HT.

8. **Schedule of Hazardous Materials Services.** The Macomb County HT, through its Board of Directors, shall adopt a fee schedule on an annual basis and provide specific costs for personnel, apparatus, disposable items and an administrative fee. A current Fee Schedule will be provided to a Requesting Agency upon execution of the Service Agreement, and on an annual basis thereafter per the annual adoption of such schedule by the Board of Directors.

9. **Termination by Requesting Agency.** Requesting Agency may terminate its participation in this Agreement if termination is approved by its governing body and such termination shall be effective thirty (30) days after service of written notice of termination on the Macomb County Office of Emergency Management & Communications.

10. **Modification.** Except for paragraph 13, this Agreement shall not be subject to modification unless such modification is approved by the governing body of the Requesting Agency, the Board of Directors of the MCHT, and signed in writing by all parties. (Revised 11/28/11 by Board of Directors)

11. **Entire Agreement.** All terms, provisions, and prior understandings are merged and incorporated in this Agreement. Each party represents that no promises or inducements other than those set forth in this Agreement have been made as an inducement for its execution, and that any representation, promise, or warranty not expressly set forth in this Agreement shall not be binding.

12. **Suspension of Services.** Upon written notice by Macomb County HT to Requesting Agency, the Macomb County HT may, in its sole discretion, immediately suspend this Agreement or services provided under this Agreement to that agency. If Requesting Agency is also a Sponsoring Agency, then the Macomb County HT may immediately suspend this Agreement, or services provided under this Agreement, upon the affirmative vote of four (4) of its members and upon written notice to the Sponsoring Agency to be suspended.

13. **Liability.** Requesting Agency shall be responsible for any liability, claim, loss, or damages, demands, costs, or judgments, including attorney fees, for bodily injury, death, and property damage to any person or entity arising out of or related to the acts or omissions of Requesting Agency or its officers, employees, or agents. This paragraph cannot be modified without the express written approval from the Sponsoring Agency's and County's Risk Manager. (Revised 11/28/11 by Board of Directors)

Nothing in this Agreement shall constitute or be construed as a waiver of any governmental or public immunity of any Requesting Agency, Participating Agency, Sponsoring Agency, or Macomb County, or their officers, employees, or agents.

In witness whereof the parties set their hands and seal this _____ day of _____, 2013.

In the Presence of:

Macomb County Hazmat Team
Board of Directors

By: _____

By: _____

By: _____

By: _____

By: _____

Requesting Agency:

Authorized Representative(s):

By: _____

By: _____