

MACOMB COUNTY TECHNICAL RESCUE TEAM SERVICE AGREEMENT

WHEREAS, certain Macomb County fire departments are part of a Macomb County Technical Rescue Team, hereinafter referred to as Macomb County TRT, for the purpose of servicing Macomb County communities with a Strike Team based on Michigan Task Force 1 and National Incident Management System (NIMS) criteria, pursuant to the Urban Cooperation Act, MCL 124.501 et seq.; and

WHEREAS, the Macomb County TRT departments have purchased specialized equipment and obtained specialized training for fire department employees, above and beyond normal fire suppression activities, in the area of technical rescue emergencies; and

WHEREAS, the undersigned agency (hereafter "Requesting Agency") desires the option of requesting assistance for technical rescue 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 technical rescue incidents and for reimbursement of costs associated with the deployment of personnel with specialized training and equipment from the Macomb County TRT.

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

1. **Technical Rescue Services.** Requesting Agency shall request aid from the Macomb County TRT by contacting the designated dispatch center and advising that Requesting Agency wishes the Macomb County TRT to be deployed and identifying the nature of the technical rescue 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 TRT 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 MCTRT 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 TRT 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 TRT 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 TRT 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 technical rescue operation, Requesting Agency will provide the following resources:

- A. One (1) ALS Transport Units dedicated to technical rescue 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) – Fire Suppression Personnel

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 TRT for services rendered by it. Macomb County TRT will provide documentation to support the Requesting Agency’s cost recovery efforts.

6. **Invoicing Procedures.** All invoicing for the Macomb County TRT 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 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 TRT.

7. **Delinquent Accounts.** The actual costs of collection, including administrative costs and actual attorney fees, shall be paid to the Macomb County TRT 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 TRT 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 TRT.

8. **Schedule of Technical Rescue Services.** The Macomb County TRT, 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 MCTRTR, 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 TRT to Requesting Agency, the Macomb County TRT 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 TRT 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 Managers. (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 Technical Rescue Team
Board of Directors

By: _____

By: _____

By: _____

By: _____

By: _____

Requesting Agency

Authorized Representative(s)

By: _____

By: _____