

SAGINAW COUNTY FIRE SERVICE MUTUAL AID AGREEMENT**Statement of Purpose**

To most adequately provide the best possible fire protection and fire department emergency response in the participating communities, the undersigned agree to mutually and reciprocally aid and support each other as follows, subject to the following terms, conditions, and procedures:

1. Definitions:

- a. **Community:** Participating city, township, village, or fire district within the County of Saginaw, who are signatories to this agreement or made parties to this agreement pursuant to its terms and conditions.
- b. **Emergency:** Circumstances requiring immediate action which requires firefighters or fire department equipment additional to that available to the requesting community at the time of the emergency.
- c. **Fire Chief:** Includes Fire Chief or the Fire Chief's designated representative, or such member of the Fire Department as is in charge of the Fire Department.
- d. **Firefighter:** A person involved in performing the duties and responsibilities of a fire department, certified at Fire Fighter I level or above and/or who was under the auspices of a fire department prior to October 1, 1988.
- e. **Incident Commander:** The highest ranking fire officer

on scene employed by the requesting community or his designee, who has the responsibility for directing the fire department at the time of the emergency.

- f. **Mutual Aid Assistance:** Assistance from participating communities, pursuant to this agreement.
- g. **Probationary Firefighter:** A person involved in performing the duties and responsibilities of a fire department without having completed the Fire Fighter I training program and not certified by the Michigan Fire Fighters Training Council.
- h. **Requesting Community:** The community in which the emergency exists, which requests aid pursuant to this agreement.
- i. **Responding Community:** The community which is called upon to send personnel and/or equipment pursuant to this agreement.

2. Determination of Need:

The Fire Chief and/or Incident Commander of each community shall be responsible for determining and declaring the need for mutual aid assistance in his/her community. The requesting Fire Chief and/or Incident Commander shall use his/her discretion to ensure that unnecessary personnel or equipment are not requested.

3. Request for Assistance:

Upon determining and declaring the need for mutual aid assistance,

the Fire Chief/Incident Commander or his/her designee of the requesting community shall request assistance according to the established response procedures in the manner agreed upon by the Saginaw County Fire Chiefs Association. The person requesting mutual aid assistance shall identify him/herself and state the capacity in which he/she is acting at the time the request is made.

He or she shall:

- a. describe emergency;
- b. designate staging location;
- c. describe extent of need;
- d. provide proof of identification if necessary;
- e. specify services, personnel, and equipment requested or offered; and
- f. present other information as required, pursuant to dispatch guidelines.

4. Response to Request:

The Fire Chief of the responding communities shall make available to the requesting community the personnel and equipment that is available to meet the needs of the emergency. If personnel or equipment are not available, the Fire Chief of the responding community may respond to the request with whatever personnel and equipment can be provided, or may decline if no such personnel or equipment are available. All communities agree to use their best efforts to ensure availability; however, no community to this agreement shall be liable for a failure to respond to a request for

mutual aid assistance for any reason. Any community unable to comply with a request for mutual aid assistance shall notify the requesting community immediately.

5. Use of Probationary Firefighters:

A responding community shall deploy firefighters to emergency scene for emergency operations and shall not send probationary firefighters other than to support or assist with tasks that are not deemed dangerous or above the level of training received, such as: reloading hose, filling air bottles, shuttle personnel and/or equipment, etc.

Probationary firefighters assigned by a responding community shall be considered regularly employed employees of the responding community for purposes of determining the application of the rest of this agreement.

6. Direction at Scene of Emergency:

The Incident Commander shall be responsible for all operations at the scene. He/she shall coordinate all response activity via the responding unit(s) commanding officer(s) and pursuant to their input, whenever possible.

7. Withdrawal of Personnel and Equipment:

Personnel and equipment of the responding community may be withdrawn at any time at the direction of the Fire Chief of the responding community, when circumstances so require. Withdrawal of personnel and equipment shall be done only after consultation with

the Incident Commander. The responding community shall not have any obligation to keep its personnel or equipment in the requesting community for a longer period of time than is deemed necessary by the Fire Chief of the responding community. A responding community shall not be liable to a requesting community for leaving the scene of an emergency.

8. Recovery of Funds/Reimbursement of Expenses:

There are many potential sources for the recovery of funds expended for the purpose of emergency response, abatement, or removal of hazardous materials, and the like. The requesting community (where the emergency occurs), shall have the responsibility of recovery of such funds from the appropriate owners or insurers of same, or outside government funds or sources. Any responding unit of government which is a party to this agreement shall be reimbursed proportionally for those expenses incidental to its response to hazardous materials incidents upon recovery of the funds. The requesting community in an emergency, when making application for any funds for reimbursement of the cost of emergency operations, shall apply for such funds for the responding communities. Each community will maintain appropriate records to support such applications. Application shall be made within 60 days of the last pertinent response, or within 10 days of receiving notice of expense, whichever is later.

Such expenses shall include, but are not limited to: actual labor costs; worker compensation benefits; other employee fringe

benefits; administrative overhead; contract labor; cost of materials, apparatus, equipment or supplies actually used directly at the location of the incident; and other related expenses.

9. Indemnity in Joint Training Programs:

Each community entering this Agreement shall indemnify and save all other participating communities harmless from all claims, judgments, demands, costs, attorney fees, damages, or the like, for bodily injury, including death, or property damage to any person or entity arising out of the acts or omissions of its personnel during joint training programs for emergency operations.

10. Indemnity:

- A. The requesting community shall indemnify and save the responding community harmless from all claims, judgements, demands, costs, attorney fees, damages, or the like for bodily injury, including death or property damage to any person or entity arising out of the acts and omissions of personnel of the responding community except for those arising out of the gross negligence or intentional torts of employees of the responding community which were not specifically ordered by the Incident Commander.
- B. Each of the undersigned communities shall assume liability for claims, judgments, demands, costs, attorney fees, damages, or the like, incurred by its

employees or equipment arising out of transportation to or from any mutual aid effort pursuant to this agreement, whether or not said liability is incurred within the boundaries of the undersigned participating governmental unit.

11. Employee Benefits:

Each community in this Agreement shall continue to provide the same salaries, worker's compensation, retirement, and other fringe benefits to its own employees responding to a mutual aid request as those employees would receive while on duty in their community, subject to reimbursement per Section 8.

12. Cost of Equipment and Supplies:

The cost of equipment and supplies used while giving assistance will be borne by the community owning the equipment and supplies, subject to reimbursement per Section 8.

13. Community Participation in This Agreement:

A community may participate in this Agreement by making application to the Saginaw County Fire Chiefs Association ("The Association.") The Association at a regular meeting, may approve the application by the affirmative vote of the majority. After Association approval, the request shall be brought to the respective official (elected) bodies for their approval. Then, the applying community will become a party to the Agreement when its official (elected)

body has approved a resolution of participation and has sent a true copy to the Association.

14. Resolutions of the Participating Communities:

The Resolutions to adopt this agreement of each participating community shall be kept on file in the ordinary course of business by the respective communities, and copies of said resolutions shall be distributed to participating fire departments pursuant to their request.

15. Termination:

Participation pursuant to this agreement may be terminated by any community to this agreement with written notice 60 days prior to the time the community wishes to withdraw its service from the Mutual Aid Agreement.

16. Rescission of Existing Agreement and Effect Upon Other Mutual Aid Agreements:

This Agreement shall not affect, nor be affected by, any other existing mutual aid agreements, except that the adoption of this Agreement rescinds and takes the place of the prior Saginaw County Mutual Aid Pact for the Fire Protection between the undersigned communities.

17. Adoption of Other Policies and Procedures:

It is agreed and understood that this document is the basic Agreement, and that policies and/or procedures which are adopted by

the Saginaw County Fire Chief's Association shall be adhered to for both responding and operating on Mutual Aid scenes.

DATE: _____
FIRE CHIEF
ALBEE TOWNSHIP

DATE: _____
FIRE CHIEF
BIRCH RUN TOWNSHIP

DATE: _____
FIRE CHIEF
BLUMFIELD TOWNSHIP

DATE: _____
FIRE CHIEF
BRIDGEPORT CHARTER TOWNSHIP

DATE: _____
FIRE CHIEF
BUENA VISTA TOWNSHIP

DATE: _____
FIRE CHIEF
CARROLLTON TOWNSHIP

DATE: _____
FIRE CHIEF
VILLAGE OF CHESANING

DATE: _____
FIRE CHIEF
FRANKENMUTH FIRE DEPT.

DATE: _____
FIRE CHIEF
JAMES TOWNSHIP

DATE: _____

FIRE CHIEF
JONESFIELD/LAKEFIELD FIRE
DISTRICT

DATE: _____

FIRE CHIEF
KOCHVILLE TOWNSHIP

DATE: _____

FIRE CHIEF
MAPLE GROVE TOWNSHIP

DATE: _____

FIRE CHIEF
MARION TOWNSHIP

DATE: _____

FIRE CHIEF
RICHLAND TOWNSHIP

DATE: _____

FIRE CHIEF
CITY OF SAGINAW

DATE: _____

FIRE CHIEF
SAGINAW TOWNSHIP

DATE: _____

FIRE CHIEF
SPAULDING TOWNSHIP

DATE: _____

FIRE CHIEF
TAYMOUTH TOWNSHIP

DATE: _____

FIRE CHIEF
THOMAS TOWNSHIP

DATE: _____

FIRE CHIEF
TITTABAWASSEE TOWNSHIP

DATE: _____

FIRE CHIEF
TRI-TOWNSHIP FIRE DISTRICT
(Lines for District, Village
of St. Charles, St. Charles
Twp., Swan Creek Twp. and
Brant Twp.)

DATE: _____

FIRE CHIEF
CITY OF ZILWAUKEE

THEREFORE BE IT RESOLVED by the Township of Birch Run that the attached proposed Saginaw County Fire Service Mutual Aid Agreement is hereby approved and the Supervisor, Clerk, and Fire Chief are authorized and directed to execute said Mutual Aid Agreement on behalf of the Township.

ADOPTED:


YEAS: EDWARD MAGNUS, NANCY HENIGE, LARRY RUSSELL,
GARY ST. CHARLES, JOANNE STRAHM

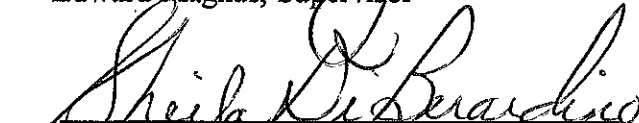
NAYS: NONE


ABSENT: SHEILA DiBERARDINO, JACKIE HAYES

A sufficient majority of the Birch Run Township board having voted therefor, the resolution approving the Mutual Aid pact for Fire Protection and authorizing the Supervisor, Clerk, and the Fire Chief to execute said Mutual Aid Agreement was adopted.

IT WITNESS WHEREOF, the parties have executed this Agreement this 15th
day of September, 1994.

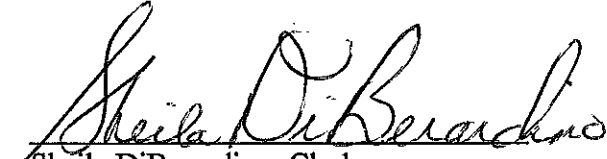

Edward Magnus, Supervisor


Sheila DiBerardino, Clerk


James Letterman, Fire Chief

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss

I, the undersigned, the duly qualified and elected Birch Run Township Clerk, Saginaw County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at the Regular meeting of the Township Board held on the 13th of September, 1994, the original of which is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.


Sheila DiBerardino, Clerk
Birch Run Township