

**Birch Run Township
Saginaw County, Michigan**

Resolution #2025-09

Adoption of the Saginaw County Emergency Services Mutual Aid Agreement – 2025

Present: Herrick, K. Kiessling, DiBerardino, D. Trinklein Jr., R. Kiessling,

Absent: R. Letterman, A. Letterman,

The following resolution was offered by R. Kiessling and seconded by D. Trinklein Jr.,

WHEREAS, the Birch Run Township Board recognizes the importance of cooperative emergency response among municipalities to enhance public safety and improve response effectiveness; and

WHEREAS, the Saginaw County Emergency Services Mutual Aid Agreement – 2025 has been drafted and provided to participating municipalities, outlining a mutual understanding for emergency support, procedures, liability, and reimbursement among signatory communities; and

WHEREAS, the Birch Run Township Board finds that participation in the Mutual Aid Agreement is in the best interest of the health, safety, and welfare of its residents;

NOW, THEREFORE, BE IT RESOLVED that the Birch Run Township Board hereby approves and adopts the Saginaw County Emergency Services Mutual Aid Agreement – 2025 as presented and attached to this resolution, and authorizes the Supervisor and Clerk to sign the agreement on behalf of the Township.

BE IT FURTHER RESOLVED that a signed copy of the agreement shall be maintained in the Township's official records and shared with participating communities upon request.

YEAS: R. Kiessling, Herrick, K. Kiessling, DiBerardino, D. Trinklein Jr.,

NAYS: None

ABSENT: R. Letterman, A. Letterman,

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

ADOPTED

YEAS: R. Kiessling, Herrick, K. Kiessling, DiBerardino, D. Trinklein Jr.,

NAYS: None

ABSENT: R. Letterman, A. Letterman,

State of Michigan, County of Saginaw,

I, the undersigned Township Clerk for the Township of Birch Run, Saginaw County, Michigan, certify that the above Resolution was adopted by the Township Board of Trustees of the Township of Birch Run on the 13th day of May 2025, and was recorded in full in the Minutes of the Meeting of the Township Board of Trustees on said date.

Dated: 5/19/2025

Riley Kiessling, Clerk

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Saginaw County Emergency Services Mutual Aid Agreement

I. Statement of Purpose

To most adequately provide the best possible emergency services 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:

II. Definitions:

- A. **Community:** Participating city, township, village, fire district, or commission 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 fire fighters, fire equipment, emergency medical technicians, or emergency medical equipment additional to that available to the requesting community at the time of the emergency.
- C. **Fire Chief:** Includes Fire Chief or their designated representative, or such member of the fire department as is in charge of the fire department.
- D. **Fire Fighter:** A person involved in performing the duties and responsibilities of a fire department, certified at minimum of Fire Fighter I level or above and is under the auspices of a fire department prior to October 1, 1988.
- E. **Incident Commander:** The highest ranking fire officer or designee at the scene employed by the requesting community, who has the responsibility to direct the fire department at the time of the emergency.
- F. **Management:** Person designated to provide direction, incident command, or allowed to direct resources as needed by other requesting communities.
- G. **Mutual Aid Assistance:** Assistance from participating communities, pursuant to this agreement.
- H. **Requesting Community:** The community in which the emergency exists, which request aid pursuant to this agreement.
- I. **Responding Community:** The community which is called upon to send personnel and/or equipment pursuant to this agreement.

Determination of Need:

The Incident Commander (IC) of each community shall be responsible for determining and declaring the need for mutual aid assistance in their community. The requesting IC shall use their discretion to ensure that unnecessary personnel or equipment are not requested.

III. Request for Assistance:

Upon determining and declaring the need for mutual aid assistance, the IC of the requesting community shall request assistance according to the established response procedures in the manner and agreed upon by all parties agreeing to this agreement. The person requesting mutual aid assistance shall identify themselves and state the capacity in which they are acting at the time the request is made. The following shall be done at the time of request:

- A. Describe emergency
- B. Designate staging area as needed
- C. Describe extent of need
- D. Specify services, personnel, or equipment needed or offered
- E. Specify means of communication for responding communities
- F. Present any other required or needed information pursuant to dispatch guidelines.

IV. Response to Request:

The Fire Chief or member of Management of the responding community 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 or member of Management of the responding community may respond to the request with whatever resources are available at the time of the request, or may decline if no such personnel or equipment are available. All communities to this agreement agree to use their best efforts to ensure availability; however, no community to this agreement shall be held liable for the failure to respond to a request for mutual aid assistance for any reason. Any community that is not able to comply with the request for mutual aid shall notify the requesting community immediately. All communities to this agreement agree to abide by the rules and regulations as stated in the *Standard Operating Policies* of the Saginaw County Fire Chiefs Association.

V. Direction at Scene of Emergency:

The IC shall be responsible for all operations at the scene. The IC shall coordinate all response activity via the responding agencies officers and pursuant to their input, whenever possible.

VI. Withdrawal of Personnel and Equipment:

Personnel and equipment may be withdrawn at any time by the responding community at the direction of the Fire Chief or member of Management of the responding community, when circumstances require such withdrawal. The responding community shall not have any obligation to maintain their personnel or equipment in the requesting community for any longer period of time than is deemed necessary by the Fire Chief or Manager of responding community. A responding community shall not be held liable to a requesting community for leaving the scene of an emergency.

VII. 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 shall have the responsibility of recovery of such funds from the appropriate owners or insurers of same, or 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 or source. The requesting community in an emergency, when making application for any funds for reimbursement of the cost of 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 sixty (60) business days of the last pertinent response, or within ten (10) business days of receiving notice of expense, whichever is later. Such expenses shall include, but are not limited to, 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.

VIII. 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 their personnel during joint training programs for emergency operations.

IX. Indemnity

- A. **The requesting community shall** indemnify and save responding community 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 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 IC.
- B. Each of the undersigned communities shall assume liability for claims, judgments, demands, costs, attorney fees, damages, or the like, incurred by their 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.

X. Cost of Equipment and Supplies

Reimbursement for the cost of equipment and supplies used while providing assistance is to be borne by the community owning the equipment and supplies, subject to reimbursement per Section VIII.

XI. Resolution of Participating Communities

This agreement shall become binding upon the adoption by resolution of each of the participating communities. The signature on the following pages affirms that this agreement has been adopted by the respective community. The resolution 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 communities pursuant to their request.

XII. Termination

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

Albee Township

Signature

Date

Birch Run Township

Signature

Date

Blumfield Township

Signature

Date

Bridgeport Charter Township

Signature

Date

Buena Vista Charter Township

Signature

Date

Carrollton Township

Signature

Date

Chesaning – Brady Fire Authority

Signature

Date

Frankenmuth City-Township Commission

Signature

Date

James Township

Signature

Date

Jonesfield Lakefield Fire District

Signature

Date

Kochville Township

Signature

Date

Maple Grove Township

Signature

Date

Marion Township

Signature

Date

MBS International Airport

Signature

Date

Richland Township

Signature

Date

City of Saginaw

Signature

Date

Saginaw Charter Township

Signature

Date

Spaulding Township

Signature

Date

Taymouth Township

Signature

Date

Thomas Township

Signature

Date

Tittabawassee Township

Signature

Date

Tri-Township Fire District

Signature

Date

City of Zilwaukee

Signature

Date