

EUP FIRE ASSOCIATION
FIRE SERVICE MUTUAL AID 2-2022

CHIPPEWA COUNTY

Bay Mills
Bruce Township
Dafter Township
DeTour Township
Drummond Island Township
Hulbert Township
Kinross Charter Township
Pickford Township
Raber Township
Rudyard Township
Soo Township
Sugar Island Township
Superior Township
Trout Lake
Whitefish Township
City of Sault Ste. Marie

LUCE COUNTY

Columbus Township
Village of Newberry

MACKINAC COUNTY

Brevort Township
Clark Township
Garfield Township
Hendricks Township
Hudson Township
City of Mackinac Island
Marquette Township
Portage Township
Newton Township
City of St. Ignace

EUP FIRE ASSOCIATION FIRE SERVICE MUTUAL AID AGREEMENT

STATEMENT OF PURPOSE:

In an effort to marshal their resources to provide the best possible fire protection and fire department emergency response, the participating communities mutually agree to provide reciprocal aid and support subject to the following terms, conditions, and procedures:

1. Definitions:

- a. **Community:** Participating city, township, village or fire district which are signatories to this agreement or otherwise agree to be bound by the terms and conditions of this agreement.
- b. **Emergency:** Circumstances requiring immediate action which require firefighters or fire department equipment in addition to that available to the requesting community at the time of the emergency.
- c. **Fire Chief:** Includes Fire Chief or the Fire Chief's designate 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. **Non-Certified 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 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 locations;
- 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, the signatories agree that no community shall be held liable for a failure to respond to a request for mutual aid assistance for any reason, and this agreement creates no duty or obligation under law to act. Any community unable to comply with a request for mutual aid assistance shall notify the requesting community immediately.

5. Use of Non-Certified Firefighters:

A responding community shall deploy firefighters to emergency scene for emergency operations and shall not send non-certified 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. Non-certified 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 the 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. Reimbursement of Cost and Expenses:

There are many potential sources for the reimbursement of costs and expenses incurred by requesting community and responding communities in providing services for an emergency response, abatement, removal of hazardous materials, and the like. The requesting community, as defined by ordinance (where the emergency occurs) shall be responsible for seeking reimbursement from the appropriate owners or insurers of the involved property, outside government funds or funding sources which might be available. 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 on behalf of the responding communities. Any reimbursement received shall be shared on a pro rate basis. Each community will maintain appropriate records to support such applications. Applications for reimbursement shall be made in accordance of the ordinance.

Such costs and 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 of 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 hold the 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 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. Each community shall at all times have in effect and maintain a policy of insurance which names the responding communities as additional insureds or includes the contractual indemnity in this agreement within the scope of coverage.

12. 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, provided, however, that this commitment shall not prejudice the communities right of reimbursement per Section 8.

13. 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.

14. Community Participation in This Agreement:

A community may participate in this Agreement by making application to the EUP Fire 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.

15. 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.

16. 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.

17. 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 Mutual Aid Pact for the Fire Protection between the undersigned communities.

18. Adoption of Other Policies and Procedures:

It is agreed and understood that this document constitutes the basic Agreement. The EUP Fire Association is authorized and empowered to adopt policies and/or procedures to implement and give effect to this agreement. The undersigned communities agree to adhere to and abide by any such policies and/or procedures as may be adopted by the EUP Fire Association.

SIGNATURE PAGE

DATE: March 8



Fire Chief

Sugar Island Township
Municipality



City/Township Official

Motion to accept : Trustee Noble
Supported by : Treasurer Brown

Supervisor Eitrem : Aye
Treasurer Brown Aye
Clerk Behm Aye
Trustee Noble Aye
Trustee Repa Absent