

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Jeremy Howard, City Manager
Date: November 30, 2023
Regarding: Fire Department Mutual Aid Agreement –
Michigan Department of Natural Resources – Forest Resources Division

For the Agenda of December 4, 2023

Background. The Clare Fire Department has been asked to enter into a Mutual Aid Agreement with the Michigan Department of Natural Resources – Forest Resources Division. Response to a request for assistance by either party is voluntary/not mandatory at the call of the respective Fire Chief or their designated representative. Approval of the Agreement is mutually beneficial to both signatories.

The proposed Agreement requires the approval of the Clare City Commission. The Fire Chief and I both recommend approval of the Agreement. The Commission is now asked to consider approval of said Agreement.

Issues & Questions Specified. Should the City Commission approve the proposed Mutual Aid Agreement with the Michigan Department of Natural Resources?

Alternatives.

1. Approve the proposed Agreement.
2. Deny approval of the Agreement.
3. Set aside the decision regarding this matter to a later date.

Financial Impact. The Agreement does not bind either party to any fiscal obligations different than our other Mutual Aid Agreements for fire response. Response to a request for assistance by either party is voluntary/not mandatory at the call of the respective Fire Chief or their designated representative. Approval of the Agreement is mutually beneficial to both signatories.

Recommendation. I recommend that the City Commission approve the attached Mutual Aid Agreement by adoption of Resolution 2023-100 (*copy attached*) and authorize the City Manager and Fire Chief to sign any and all necessary documents related to the agreement.

Attachments.

1. Resolution 2023-100 (Mutual Aid Agreement).

Resolution 2023-100

Michigan Department of Natural Resources – Forest Resources Division



COOPERATIVE MUTUAL AID FIRE CONTROL AGREEMENT

This Agreement is authorized 1967 PA 7, and Part 515 of Act 451 of 1994, as amended

Name of Fire Organization

Federal ID #

Address

Governing Unit or Board

City, State and Zip Code

Telephone

County

Fire Department Number

E-mail Address

This Cooperative Agreement made this _____ day of _____ by and between

_____ . (Governing Agency Unit or Board),

hereinafter referred to as the Cooperator; and the Michigan Department of Natural Resources (DNR), Forest Resources Division (FRD), hereinafter referred to as the DNR, is entered into for the purpose of:

- (1) Placing Federal Excess Personal Property (FEPP) for local fire department's use.
(2) Placing Department of Defense (DoD) Firefighter Program Property for local fire department's use.
(3) Providing the closest possible cooperation on mutual objectives.
(4) Lending effective support when either organization is committed to or beyond its capacity.
(5) Defining purposes and responsibilities of the respective organization.
(6) Providing purchase authority to the Cooperator through the Federal Defense Logistics Agency (DLA) Fire Equipment catalog.

WITNESSETH:

WHEREAS: The control of timber, grass, and wildland fires is essential to an effective wildland fire control program.

WHEREAS: The Cooperator is actively engaged in the prevention and suppression of all fires.

WHEREAS: It has been determined to be advantageous to the DNR, in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator for rural fire control.

PART I – FEDERAL EXCESS PERSONNEL PROPERTY

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

THE DNR AGREES:

- (1) To assist the Cooperator in providing reasonable basic protection from uncontrolled fires occurring in natural cover fuels and to conduct a prevention program to reduce the number of such fires.
(2) To dispatch equipment and personnel to fires when available, and upon request from the Cooperator.
(3) To immediately advise the Cooperator when the DNR becomes aware of any burning or threatened structure within the Cooperator's protection area.
(4) The title to all accessories, tools, equipment, and sirens provided by the Cooperator which are added to FEPP equipment provided by the DNR will remain with the Cooperator and the Cooperator may remove same prior to returning the equipment to the DNR.
(5) To extend benefits of the Federal-State "Cooperative Fire Control Agreement" to enable the Cooperator to purchase firefighting equipment and supplies through the DLA Fire Equipment Catalog.

THE COOPERATOR AGREES:

- (1) To dispatch a crew with equipment when available, and upon request of the DNR, to any fire within their protection area, defined as the area within which the Cooperator is responsible for providing fire protection services, not to include mutual aid response to other fire departments.
(2) Pay all invoices for equipment purchased through DLA. The DNR may require the Cooperator to send a copy of purchase orders for audit purposes.

- (3) The Cooperator, having equipment under the Federal Excess Personnel Property Program, must provide **personal liability and property damage insurance covering vehicles on loan to the Cooperator (required under the agreement with the federal government)**. Insurance coverage by the Cooperator will begin on the date the vehicle is received by the Cooperator. A copy of the current insurance certificate must be kept in the vehicle for inspection purposes. The Cooperator must notify the DNR immediately, in writing, of all damages, vandalism or theft of the federal excess property vehicle on loan under this agreement. The Cooperator must also report stolen federal excess property upon discovery to the DNR in writing and to local Law Enforcement authorities. If the Cooperator does not provide insurance on the vehicle, the vehicle MUST be returned to the DNR within thirty (30) days.
- (4) To make the equipment available for inspection, when requested, by a representative of the DNR.
- (5) The Cooperator cannot remove parts without written permission from the DNR.
- (6) The equipment may not be sold, junked, traded, or otherwise disposed of, but must be returned BY THE COOPERATOR to one of the DNR, FRD Repair Shops (Marquette in the Upper Peninsula, Gaylord in the Northern Lower Peninsula, or Rose Lake in the Southern Lower Peninsula), when a vehicle becomes surplus to the fire department's needs. Written notice is to be given to the local forest fire officer before the vehicle is returned.
- (7) Any vehicle provided will not be loaded beyond the manufacturer's recommended load capacity, and comply with the Michigan vehicle code.
- (8) All vehicles provided will be equipped and operated in compliance with the Michigan Vehicle Code and Occupational Standards applicable to their use.
- (9) All vehicles provided will be housed and under the direct control of the fire department, and used for rural and wildland fire protection.
- (10) The Cooperator will notify the DNR immediately in writing in the event of an accident or death involving a vehicle on loan to the Cooperator.
- (11) A State of Michigan license plate will continue to be used on the equipment requiring a license.
- (12) The equipment will be painted DNR red to correspond with the Cooperator's fire equipment and marked with both the Cooperator's identifying decals, and a decal furnished by the DNR.
- (13) The equipment must be converted for use for fire control and placed in fire service within twelve (12) months from date of issue to the Cooperator.
- (14) To train their personnel in proper operation of any equipment provided.

IT IS MUTUALLY AGREED:

- (1) **Suppression.** When both agencies are represented at the same fire, the over-all supervisory responsibility shall lie with the agency concerned most directly with the object **actually on fire**. If both types of objects, i.e., structures and vegetation, are on fire simultaneously, each agency shall attend its normal responsibility, and/or play a supporting role to the other, based on a judgment decision as to the values involved or threatened. If immediate action is required, neither agency shall be limited because of the type of object which is burning.
- (2) **Training.** Each agency agrees to attend/participate/assist. in those portions of the other agency's training programs which have a bearing on the individual agency's efficiency to the extent personnel are available.
- (3) **Personal Protection.** DNR employees are not trained nor certified to wear self-contained breathing apparatus. DNR personnel must be advised by the Cooperator when atmospheric conditions are unsafe. DNR employees may work in support of the Cooperator under restricted conditions such as, but not limited to, up wind from the incident or in supply and transport.
- (4) DNR tractors are not intended to be used for purposes other than wildland fire suppressions.
- (5) **Other.** Each agency agrees to lend its support to programs of the other agency which will increase the public awareness of the hazard and destruction of fire and/or make the objectives of this Agreement possible.
- (6) **Employee Compensation.** Each entity is responsible for the compensation of its own employees.
- (7) This agreement constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This agreement supersedes all other prior agreements, and all other communications between the parties relating to this transaction.
- (8) Each provision of this agreement is severable from all other provisions of this agreement and if one or more provisions of this agreement are declared invalid, the remaining provisions of this agreement remain in full force and effect.

Failure to comply with any part of the Agreement will result in the forfeiture of said equipment.

This Agreement is authorized under 1967 PA 7, Part 515 of Act 451 of 1994, as amended; the Federal Cooperative Forestry Assistance Act of 1978; and the Federal Property and Administrative Services Act of 1949.

PART II – DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY

NOW THEREFORE, the parties to this agreement, in reference to DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY TRANSFERRED UNDER 10 U.S.C §2576(b), ADMINISTERED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) - FOREST SERVICE.

THE COOPERATOR AGREES TO:

- (1) Request for transfer only DoD firefighting property that can be effectively made usable and put into service for fire fighting or emergency services.
- (2) Convert the equipment into acceptable fire control or emergency response unit within twelve (12) months from the time of acquisition.
- (3) Use the aforementioned equipment only for the suppression of wildfire and/or for other emergencies which threaten the loss of life or property.
- (4) Provide adequate storage and maintenance for the equipment and responsible for all operational cost and repairs.
- (5) Provide access to and the right to examine all records, books papers, or documents relating to the DoD Firefighting Property to the Forest Service, DoD Office of Inspector General, the Comptroller General of the United States, or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives.
- (6) Maintain the equipment in the Cooperator's inventory, as well as maintain property records on the equipment for a minimum of five (5) years after acquisition of said property (i.e. registration, insurance, final disposal). Written permission from the DNR is required to dispose of property retained for less than five (5) years.
- (7) Make available the said equipment for periodic inspection by a duly authorized representative of the DNR until title has been transferred to the Cooperator.
- (8) Maintain the equipment in full readiness at all times.
- (9) Obtain and maintain liability insurance coverage for any vehicles in this agreement.
- (10) The equipment will be painted DNR Red, or to correspond with the Cooperator's fire equipment, and will have all of the Cooperator's identifying decals.
- (11) All vehicles must comply with all State and Federal regulations, as well as vehicle manufacturers loading restrictions.
- (12) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in State and Federal regulations and program and property management requirements.
- (13) Accept title of said property in the Agency name, not an individual member of the agency.
- (14) Properly register the vehicle to the Cooperator, and provide appropriate license plate, once title has been transferred to the Cooperator.

THE DNR AGREES TO:

The State of Michigan will provide the Cooperator with documentation to transfer title of the above equipment, upon completion of conversion, with proof that the equipment has been placed into emergency service, and is properly insured.

This Agreement will be effective from the date of execution by the DNR – FRD, and will continue in force unless terminated by either party by thirty days (30) written notice to the other, provided, however, all of the provisions herein are complied with.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

Cooperator – Governing Unit Signature

Date

Cooperator – Governing Unit (Print Name)

Fire Chief Signature

Date

Fire Chief (Print Name)

Michigan Department of Natural Resources Forest Resources Division

Date