

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Jeremy Howard, City Manager
Date: October 31, 2024
Regarding: Fire Service Mutual Aid Agreement – Isabella County Area Fire Departments

For the Agenda of November 4, 2024

Background. The Clare Fire Department has been asked to enter into a Mutual Aid Agreement with the fire departments in Isabella County. 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 all 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 participating Isabella County Fire Departments?

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 any party to any fiscal obligations different than our other Mutual Aid Agreements for fire responses. 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 all signatories.

Recommendation. I recommend that the City Commission approve the attached Mutual Aid Agreement by adoption of Resolution 2024-086 (*copy attached*) and authorize the City Manager and/or Fire Chief to sign any and all necessary documents related to the agreement.

Attachments.

1. Mutual Aid Agreement.
2. Resolution 2024-086.

FIRE SERVICE MUTUAL AID AGREEMENT

WHEREAS, it is considered to be in the best interest of the governmental units participating herein to establish a mutual aid agreement to more adequately provide mutual assistance in the fighting of fires and other emergencies occurring within the boundaries of the governmental units which are a party to this agreement, and

WHEREAS, it is necessary to establish the procedure for each of the participating governmental units to obtain assistance.

NOW, THEREFORE, IT HEREBY IS AGREED AS FOLLOWS:

1. This mutual aid agreement shall be binding only on the governmental units which authorize this agreement. No governmental unit shall in any way be obligated to any other governmental unit which is not a party to this agreement.
2. Each request for assistance pursuant to this agreement shall be made the by the Fire Chief or his designated representative of the governmental unit requesting assistance. The individual requesting assistance on behalf of the governmental unit shall identify himself and state the capacity within which he is acting at the time the request for assistance is made.
3. Each governmental unit which is a party hereto shall use its discretion in the requesting of assistance or aid to the end that men or equipment not necessary to meet the emergency are not requesting of other governmental units which are a party to this agreement. When assistance is requested pursuant to this agreement the responding men and equipment from governmental units giving assistance to the governmental unit requesting assistance shall be subject to the authority of the Fire Chief or his designated representative of the governmental unit requesting assistance. In any such emergency the governmental unit requesting assistance may place its Fire Chief or his designated representative in charge of the emergency.
4. Part 201 of the Natural Resources and Environmental Protection Act, MCLA 324.20101 et seq., provides that in certain factual settings a local unit of government has standing to recover in a civil action response activity cost for environmental contamination. The local unit of government wherein such hazardous material is released shall have the responsibility to attempt to recover such funds from appropriate individuals of entities or insurers of the same, if permitted under applicable law. Any responding unit of government which is a party to this Agreement shall cooperate in such an effort and if recovery is made, shall be reimbursed for those expenses' incidental to its response to a hazardous waste materials incident.
5. No governmental unit or its employees shall be reimbursed by any other governmental until for any services rendered pursuant to this agreement. Further, each governmental unit shall assume liability for any damages incurred by its employees or equipment arising out of transportation to or from any emergency pursuant to this agreement, whether or not said damages occur within the boundaries of the participating governmental unit.

6. The personnel of each governmental unit responding to an emergency pursuant to this agreement shall receive their direct orders from the command officer in their unit, which command officer shall be subject to the general direction and control of the Fire Chief or his designated representative of the governmental unit requesting assistance. All member departments to this agreement shall operate under a nationally recognized Incident Command System.

*7. Each governmental unit which is a participating member of this agreement shall be required to offer or give such aid as is requested by any other participating member governmental unit at the time of request for same. This request will be granted whenever the responding unit of government has sufficient resources that providing such assistance will not endanger the lives or property or persons residing in the governmental unit which is providing the assistance. If the unit is unable to comply with a request for assistance, it shall forthwith notify the requesting unit of its inability to respond to the request.

Manpower and equipment for any and all structure fire commercial or residential manpower and equipment for any incident and event that is deemed an Emergency Response.

Apparatus Response: Engine, ladder, tender, rescue, brush rig, and any other resource that is available at the time of the request.

~~*This is the area in which local authority or jurisdictions may want to specify services, equipment and manpower to be offered or requested with this agreement.~~

8. The provisions of this agreement may be altered or amended from time to time by unanimous vote of the participating governmental units. Adoption of such proposed amendment shall be only upon a unanimous vote of the participating governmental units. Any unit which desires to withdraw from this agreement may do so upon 60 days advance notice to the other units, in writing. One copy of this notice shall be mailed to the Chief Executive Officer and another copy to the Fire Chief or his Representative, of each unit of government.

9. Each governmental unit which is a participating member of this agreement agrees to provide for itself appropriate vehicle and workers compensation insurance in amounts required by law.

10. Each governmental unit which is a participating member of this agreement shall assume its own liability and be responsible for its personnel and apparatus going to, during, and returning from Mutual Aid assistance, whether in its own community or in a community covered by this agreement. Each governmental unit shall indemnify and hold the other governmental units harmless from any claims, damages, liabilities or losses arising out of its own acts or omissions of those employees, officials, agents, volunteers.

MUTUAL AID AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

_____ day of _____, _____.

IN PRESENCE OF:

CLARE FIRE DEPARTMENT

BY _____

ITS _____

COLEMAN FIRE DEPARTMENT

BY _____

ITS _____

DEERFIELD FIRE DEPARTMENT

BY _____

ITS _____

FREMONT FIRE DEPARTMENT

BY _____

ITS _____

ISABELLA NORTHEAST FIRE DEPARTMENT

BY _____

ITS _____

MILLBROOK ROLLAND FIRE DEPARTMENT

BY _____

ITS _____

IN PRESENCE OF:

MT PLEASANT FIRE DEPARTMENT

BY _____

ITS _____

NOTTAWA SHERMAN FIRE DEPARTMENT

BY _____

ITS _____

SAGINAW CHIPPEWA FIRE DEPARTMENT

BY _____

ITS _____

SHEPHERD TRI-TOWNSHIP FIRE DEPARTMENT

BY _____

ITS _____

SURREY TOWNSHIP FIRE DEPARTMENT

BY _____

ITS _____

WHEATLAND FIRE DEPARTMENT

BY _____

ITS _____

RESOLUTION 2024-086

A RESOLUTION OF THE CLARE CITY COMMISSION FOR APPROVAL OF A FIRE SERVICE MUTUAL AID AGREEMENT WITH ISABELLA COUNTY FIRE DEPARTMENTS.

WHEREAS, it is considered to be in the best interest of the governmental units participating herein to establish a mutual aid agreement to more adequately provide mutual assistance in the fighting of fires and other emergencies occurring within the boundaries of the governmental units which are a party to this agreement; and

WHEREAS, it is necessary to establish the procedure for each of the participating governmental units to obtain assistance; and

WHEREAS, said agreement and cooperation of services are deemed to be necessary to conduct Fire Service functions for the City of Clare.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Clare hereby approves a mutual aid agreement between the City of Clare and Isabella County surrounding Fire Departments participating in the agreement as prescribed in said agreement, said contract to commence upon signing.

BE IT FURTHER RESOLVED THAT the Clare City Commission hereby authorizes its City Manager and/or Fire Chief, to sign the Mutual Aid Agreement on behalf of the City of Clare.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

This Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on the 4th day of November 2024.

Diane M. Lyon, City Clerk