

# Lapeer County Fire Association

## MUTUAL AID AGREEMENT

2006

# LAPEER COUNTY FIRE ASSOCIATION

## Mutual Aid Agreement

WHEREAS; the undersigned governmental units are responsible for providing fire protection within their boundaries; and

WHEREAS, the undersigned governmental units have rendered mutual aid in fire services in the past and anticipate a continuing demand for such mutual aid and cooperation in the use of their fire personnel and equipment for the safety, health, and welfare of the people of their respective governmental units during times of emergency;

NOW THEREFORE, it is agreed that it's fire department will render mutual aid under the following conditions:

1. In the event of any emergency, the parties to this agreement shall cooperate in an effort to provide fire services subject to the terms and conditions prescribed in this agreement.
2. The fire chief, (or their designated representative) of each fire department included in this agreement, or such other individual as the governing body of such governmental unit may from time to time designate by resolution, shall have the authority in the event of an emergency to determine whether personnel and/or equipment shall be sent beyond the jurisdictional limits of the responding party. It is the intention of this agreement to vest in each party to this agreement the sole right to determine when its needs will permit it to respond to a call by the other unit of government, and it is further agreed by the parties thereto that if the fire department shall refrain from sending any personnel and/or equipment beyond its jurisdiction, that such unit thus failing to respond shall not be liable for damage to the party to this agreement.
3. The fire chief, (or their designated representative), of the Department requesting mutual aid shall be in command of all units responding from other governmental units. All personnel and equipment of a responding unit shall be under the immediate command of the highest ranking officer attached to such responding units. All commands and orders for the use of such personnel and equipment shall be made by the commanding officer of the requesting department through the ranking officer of the units responding, whenever possible. The officer in charge of the department sending assistance shall, however, at all times have the power to recall to the responding department any personnel or equipment from an assistance mission.

4. All participating governmental units shall function under the National Incident Management System (N.I.M.S.) as adopted by the Lapeer County Fire Association. By adopting this Mutual Aid agreement all participating governmental units are adopting N.I.M.S. as their incident management system. This incident management system (N.I.M.S.) is to be used at all incidents. N.I.M.S. is an expansion of the National Fire Academy model Incident Command System (I.C.S.) that the Lapeer County Fire Association has functioned under in the past.

5. Automatic Mutual Aid will be provided by participating governmental units for all reported structure fires, as outlined in Lapeer County Central Dispatch policies. This policy ensures that adequate resources are dispatched to structure fires. When a structure fire is reported to Lapeer County Central Dispatch, they shall dispatch the fire department having jurisdiction, and the appropriate "full assist" department based on CAD information. A "full assist" consists of an Engine, Tanker, and available personnel. Additional apparatus may or may not be included dependant on municipality or department policy.

6. Each governmental unit entering this agreement shall continue to provide the same salaries, compensation for death or disability, and retirement payments to their employees who are assigned to render assistance to another governmental unit in performance of this agreement as that employee would receive if on-duty within the corporate limits of the governmental unit by which they are employed. Cost of repairs and maintenance of equipment used or expended while rendering assistance under this agreement will be borne by the governmental unit owning the equipment.

7. In the event the requesting governmental unit enforces a cost recovery ordinance for a Hazardous Material Incident, or other qualifying incident under a cost recovery ordinance, the governmental unit providing mutual aid shall be reimbursed for all expenses during the incident.

This section only applies in the event cost recovery funds are available for the specific incident as a result of a cost recovery ordinance, or in the event Federal, State, or Local funds are available for cost recovery as a result of an Emergency, or Disaster, declaration.

8. When a governmental unit responds with mutual aid, it shall be understood that the responsibility of providing and/or requesting mutual aid to protect the unprotected area is that of the responding unit.

9. If a non-participating governmental unit wishes to participate in the Lapeer County Fire Association Mutual Aid Agreement, and after the initial approval by participating governmental units forming this mutual aid agreement, the following steps are to be followed.

A-The requesting governmental unit shall notify the Chairperson of the Lapeer County Fire Association, in writing, that they are requesting to participate in the Lapeer County Fire Association Mutual Aid Agreement.

B-The Chairperson of the Lapeer County Fire Association shall forward the "Request to Participate in Lapeer County Fire Association Mutual Aid Agreement-Addendum" (Sample attached) to the requesting governmental unit. Once the requesting governmental unit has approved the mutual aid agreement, they are to sign the addendum and return it to the Chairperson of Lapeer County Fire Association. This addendum will then be circulated to all participating governmental units for approval.

All participating governmental units must approve the addendum for the requesting governmental unit to be added to the Lapeer County Fire Association Mutual Aid Agreement.

C-The approved addendum shall then be permanently attached to the original Mutual Aid Agreement.

D-Once the addendum is approved by all participating governmental units, the requesting Governmental unit is entitled to all rights and privileges provided in the Lapeer County Mutual Aid Agreement. They shall be notified of acceptance into the mutual aid agreement by the Chairperson, in writing.

10. The Lapeer County Fire Association Mutual Aid Agreement shall be reviewed every three years to insure it is current and that all emergency operations and procedures in use, are included in the agreement. This review will be completed by a committee of three members of Lapeer County Fire Association, appointed by the Chairperson. This committee will review the entire agreement and complete the "Review Addendum"(Sample Attached). The completed Addendum will be forwarded to the Chairperson. If the Addendum recommends changes, a committee will be formed to update the Mutual Aid Agreement. During the review, and, if necessary, updating of the Mutual Aid Agreement, the current agreement shall remain in effect. The updated Mutual Aid Agreement shall be submitted to all participating governmental units for approval.

If no changes are recommended, the Mutual Aid Agreement shall remain intact and the "Review Addendum" shall be attached to the original document to record that the agreement was reviewed for compliance with current emergency operations and procedures.

THIS REVIEW SHALL START IN 2009 AND SHALL FOLLOW IN THREE YEAR INCREMENTS AFTER THE INITIAL REVIEW.

11. The original (signed) Lapeer County Fire Association Mutual Aid Agreement and subsequent Addendums, shall be maintained and secured by the Chairperson of the Lapeer County Fire Association.

12. Any party to this agreement may, at any time, withdraw from further participating in this agreement by giving 30 days prior written notice of termination to the other parties of this agreement.

13. In witness whereof, the parties listed sign and execute this agreement;

Dated May 15, 2006

Almont Twp.  
By: [Signature]

Dated JUNE 16, 2006

Arcadia Twp.  
By: [Signature]

Dated June 19, 2006

Attica Twp.  
By: Nancy Herpolsheimer - Clerk

Dated Sept 14, 2006

Berlin Twp.  
By: Kileen P McVeigh

Dated \_\_\_\_\_

Burlington Twp.  
By: Charles Oberle

Dated October 26, 2006

Marathon Fire Authority  
By: Jodi Blankenship, Secretary

Dated 10-11-06

Deerfield Twp.  
By: Jina Papineau - Supervisor

Dated 10-26-06

Dryden Twp.  
By: Pesch Merzen

Dated 10-23-06

Elba Twp.  
By: John A. Kosman

Dated 6-19-06

Goodland Twp.  
By: Roni Cushto SUPERVISOR  
RON CUSHTO

Dated 5/12/06

Hadley Twp.  
By: Mary Ellen Pantis, Clerk

Dated 6/19/2006

City of Inlay City  
By: Janice Z. Zuhke, clerk

Dated 5/17/06

City of Lapeer  
By: [Signature]

Dated 12-12-2006

Village of Mayville  
By: Janis M. Welke

Dated 10/12/06

Metamora Twp.  
By: Paul Best SUPERVISOR

Dated 6-29-06

North Branch Twp.  
By: Bonnie Bridger

Dated \_\_\_\_\_

Brown City Fire Authority  
By: Gene Brungell

Dated 6-22-06

Mussey Twp.  
By: Sheila McDonald - Sheila McDonald - Clerk

Dated 7-10-06

Marlette Fire Authority  
By: Ronald J. Calton

**ADDENDUM**

"Request to Participate in Lapeer County Fire Association Mutual Aid Agreement"

\_\_\_\_\_  
(Governmental Unit) Requests approval to participate in the Lapeer County Fire Association Mutual Aid Agreement. A resolution was approved at a meeting of the \_\_\_\_\_ governing body on \_\_\_\_\_ to sign , and participate, in the Lapeer County Fire Association Mutual Aid Agreement (A copy of the resolution is attached.)  
(Governmental Unit) (Date)

Dated \_\_\_\_\_ Signed By: \_\_\_\_\_

In witness whereof, the parties listed sign and execute this agreement to grant the governmental unit listed above approval to participate in the Lapeer County Fire Association Mutual Aid Agreement (Copy Dated \_\_\_/\_\_\_/\_\_\_);

Dated _____	Almont Twp. By: _____
Dated _____	Arcadia Twp. By: _____
Dated _____	Attica Twp. By: _____
Dated _____	Berlin Twp. By: _____
Dated _____	Burlington Twp. By: _____
Dated _____	Marathon Fire Authority By: _____
Dated _____	Deerfield Twp. By: _____
Dated _____	Dryden Twp. By: _____
Dated _____	Elba Twp. By: _____
Dated _____	Goodland Twp. By: _____
Dated _____	Hadley Twp. By: _____
Dated _____	City of Imlay City By: _____
Dated _____	City of Lapeer By: _____
Dated _____	Village of Mayville By: _____
Dated _____	Metamora Twp. By: _____

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

North Branch Twp.

By: \_\_\_\_\_

Brown City Fire Authority

By: \_\_\_\_\_

Mussey Twp.

By: \_\_\_\_\_

Marlette Fire Authority

By: \_\_\_\_\_

**ADDENDUM**  
**“REVIEW OF LAPEER COUNTY FIRE ASSOCIATION**  
**MUTUAL AID AGREEMENT”**

Committee members:

1- \_\_\_\_\_ Agency \_\_\_\_\_

2- \_\_\_\_\_ Agency \_\_\_\_\_

3- \_\_\_\_\_ Agency \_\_\_\_\_

Date Review Completed \_\_\_\_\_

Recommendations for Changes    \_\_\_\_\_ Yes    \_\_\_\_\_ No

\_\_\_\_\_

Recommendations for Changes to Mutual Aid Agreement (List in detail)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

8 \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

Addendum to be signed by all three committee members and forwarded to LCFA  
Chairperson.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Completed Addendum to be attached to existing Mutual Aid Agreement as a record of  
this review.