

**Automatic Mutual Aid Agreement
Between the City of Owosso and the Corunna Caledonia Fire Department**

This mutual aid agreement is entered into this 6th day of June 2016, by and between the Corunna Caledonia Fire Department (“CCFD”), a fire department in Shiawassee County, Michigan, whose address is 402 N. Shiawassee Street, Corunna, Michigan 48817 and the City of Owosso (“Owosso”), a Michigan Home Rule City of 301 W. Main, Owosso, Michigan 48867.

WHEREAS, CCFD and Owosso both staff and maintain fire stations for the safety and protection of lives and property within their respective jurisdictions; and

WHEREAS, CCFD and Owosso, in order to provide the most appropriate service response to its residents, desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, each has the ability to provide mutual aid when not committed to another emergency.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions: For purposes of this agreement, the following terms shall have the meanings set forth below:

- a. “Automatic Mutual Aid Response” shall mean the automatic response by the Responding Township or City of the closest available resources via emergency dispatch to a request for response by the requesting City or Township.
- b. “Confirmed Structure Fire” shall be identified by first person caller, police officer or firefighter on scene, or multiple calls to dispatch or PSAP.

2. Request for Assistance: The Public Safety Answering Point (PSAP) communications dispatching center will confirm the structure fire from a caller, police or fire personnel and automatically dispatch both CCFD and Owosso to the Confirmed Structure Fire. Either Owosso or CCFD is authorized at any time to request Automatic Mutual Aid Response from the other entity. The request shall be directed to the Shiawassee County Central Dispatch.

3. Incident Command: In all incidents, the Incident Command System (ICS) shall be utilized. The company officer of the first arriving Engine Company, regardless of jurisdiction, shall assume responsibility as the Incident Commander (IC) until relieved by a company officer of the Authority having jurisdiction. Jurisdiction shall be defined as the municipality in which the fire is located. The agency having jurisdiction shall be responsible for the final mitigation and reporting of all incidents in their jurisdictions.

4. **No Compensation:** Neither Owosso nor CCFD will seek compensation from the other entity for Automatic Mutual Aid Response services rendered under this Agreement. Each entity will remain responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees, and shall be responsible for its own equipment and bear the risk of loss therefore.

5. **Term:** The term of this Agreement shall be three (3) years from the date stated in the opening paragraph. However, either party may terminate this Agreement with sixty (60) days written notice to the other party, by first class mail at the address stated above. If the parties continue to honor this Agreement beyond the above stated term, the Agreement shall be considered to be effective for successive sixty (60) day terms subject to the sixty (60) day termination requirement. Either party may terminate this Agreement by Sixty (60) days written notice to the other party with or without cause.

6. **Assignment:** Neither party may assign this Agreement without the written consent of the other party.

7. **Severability:** If any section, subsection, sentence, word or phrase of this Agreement is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

8. **Rights, Powers and Privileges:** No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

9. **Modifications:** All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

10. **Third Parties:** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

11. **Entire Agreement:** This Agreement, and any additional supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

12. **No Liability for Responding Agency:** Except as expressly provided herein, no Party shall be liable for (I) failure to comply with any provision of this Mutual Aid Agreement, or (II) liability arising from providing Mutual Aid under this Mutual Aid Agreement.

13. Mutual Releases: Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Mutual Aid Agreement or providing Mutual Aid hereunder.

14. Liability to Other Parties Damage or Destruction to Apparatus or Equipment: Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment.

It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty Insurance as opposed to seeking reimbursement from other Parties.

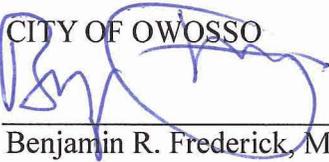
15. Liability to Third Parties: The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.

16. Cross Indemnification: To the extent permitted by law, each Party agrees to indemnify defend and hold harmless the other parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Mutual Aid Agreement. Each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Mutual Aid Agreement.

17. Boundaries: Owosso will respond to assist CCFD on any confirmed fire call within the City of Corunna or the Township of Caledonia. CCFD will respond to assist Owosso on any confirmed fire call south of M-21 and east of M-52 in the City of Owosso.

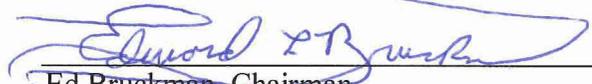
IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

CITY OF OWOSSO



Benjamin R. Frederick, Mayor

CORUNNA CALEDONIA FIRE DEPARTMENT

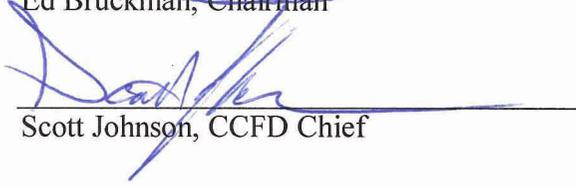


Ed Bruckman, Chairman

ATTEST:

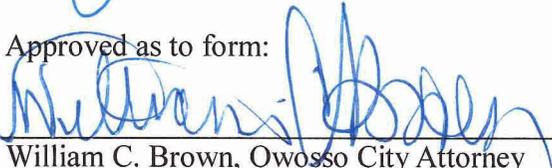


Amy K. Kirkland, City Clerk



Scott Johnson, CCFD Chief

Approved as to form:



William C. Brown, Owosso City Attorney

Approved as to content:



Donald D. Crawford, City Manager

Approved by Council: *June 6, 2016*