

Township of Powell

P.O. Box 39

101 Bensinger Street

Big Bay, Michigan 49808

(906) 345-9345

Fire/EMS/Emergency Response Agreement

This agreement, made this day of June 8, 2010 by and between **Powell Township**, a municipal corporation organized under the laws of the State of Michigan, hereinafter referred to as the "Contractor", and the **Township of Michigamme**, Marquette County, Michigan, a municipal corporation, organized under the laws of the State of Michigan, hereinafter referred to as the "Township".

Whereas, the parties hereto have heretofore provided for the furnishing of fire protection, EMS service and emergency response by the Contractor to the Township under this agreement.

Whereas, both parties recognize the desirability of having fire department and EMS service in areas of their territorial jurisdiction that are beyond practical response distance of their own departments, and to contract to the closest emergency service agencies so as to achieve a greater degree of protection to persons and property within their jurisdiction.

Now therefore, it is hereby mutually agreed as follows:

It is agreed that Powell Township, Contractor, will respond to fire department and EMS calls in the northern section of Michigamme Township that are within practical response range, and that the Contractor in responding to fire department calls, will furnish firefighters, apparatus and equipment as deemed necessary and available within the

discretion of the Chief of the department of the Contractor and within the means of said fire department of Powell Township.

It is further understood and agreed that Powell Township has priority over the Township in the use of its fire fighting equipment and personnel, and that any equipment or personnel may be returned to Powell Township at the discretion of the Chief of the fire department of the Contractor. In respect to their departments, the limits in response distance by Powell Township fire department or EMS department, will also be at the discretion of the Chief of the fire department or the head of the EMS department. Distances considered to be extreme or impractical may be deferred to the Township or other agencies.

It is further understood and agreed that said Township will pay the Contractor for said Emergency Services the sum of \$100.00 (one hundred dollars) for each fire truck and/or ambulance responding to the call, and \$14.00 (fourteen dollars) for each firefighter and/or EMS personnel responding to the call. The Contractor further agrees to submit billing and incident reports for each call to said Township for payment purposes to the Contractor.

It is further understood and agreed that the Contractor shall not be liable for any damages to persons or property in said Township while the fire or EMS departments are engaged in rendering this service, and the Township will save the Contractor harmless there from.

It is further understood and agreed that this contract may be terminated in the event that any of the payments provided for herein are in arrears more than thirty (30) days, by the Contractor giving notice of such default to the Township. This contract may also be terminated by either party by giving the other party ninety (90) days notice in writing, which notices shall be either given or mailed to the Clerk of the respective parties.

It is further understood and agreed by the parties hereto that upon this contract becoming effective, any prior contract between the parties shall become null and void.

In witness where of, the Township of Michigamme has caused these presents to be signed by its duly authorized officers, the Supervisor and Clerk of said Township of Michigamme, and Powell Township has caused the same to be signed by its Supervisor and Clerk, all in the day and year first above written.

Township of Michigamme

Powell Township

By:

John Alton

By:

Darryl Wilcox

