

MUTUAL AID MEMORANDUM OF UNDERSTANDING FOR EXCHANGE OF FIRE PROTECTION, SPECIALIZED, AND RESCUE BETWEEN THE CITY OF DETROIT, AND THE CITIES OF HIGHLAND PARK AND HAMTRAMCK

This Memorandum of Understanding (“MOU”) for mutual aid is entered into by the Fire Commissioner of the City of Detroit, Michigan and the Fire Chiefs of the Cities of Highland Park and Hamtramck, Michigan.

The purpose of this MOU is to outline the understandings for providing Mutual Aid response between the Detroit Fire Department (DFD), Highland Park Fire Department (HPFD) and the Hamtramck Fire Department (HFD) collectively, the “parties”.

RECITALS

WHEREAS, the parties to this MOU provide fire protection, specialized services and rescue services within their respective jurisdictional limits; and

WHEREAS, fire and rescue resources for the DFD, HPFD and the HFD desire to request assistance through the other agency’s dispatch center; and

WHEREAS, it is in the best interest of the DFD, HPFD and HFD to provide the most expeditious response to suppress fires and render other emergency assistance, preserve the environment, protect commerce and,

WHEREAS, it is recognized that this may impact the DFD, HPFD and HFD response times to specific areas of each agency’s respective jurisdiction; and

WHEREAS, the DFD, HPFD and HFD desire to provide immediate response of fire, rescue, and hazardous-materials resources with a reasonable reciprocal exchange of emergency resources to areas of each of the parties’ respective jurisdictions.

NOW, THEREFORE, the parties will mutually endeavor as follows:

1. **Revisions**

This MOU may be revised or amended at any time by the DFD, HPFD and Hamtramck by mutual written amendment. All amendments to this MOU shall be in writing and signed by the persons authorized to sign thereto. Substantial reductions or modifications of service by either of the parties may result in revising or terminating the MOU.

2. **Term**

This MOU shall commence on the effective date upon the date that the last of the parties hereto to execute this MOU and shall remain operative and effective until participation is terminated by any of the parties. Any of the parties may chose not to participate in this MOU at any time by giving written notice to the other party at least thirty (30) days prior to the date that it will no longer participate.

3. **Mutual Benefits**

The DFD, HPFD and Hamtramck intend that this MOU will provide mutual benefits to each of the parties. The Fire Commissioner of the DFD and Fire Chiefs of the HPFD and Hamtramck are hereby authorized to identify and revise as they deem necessary any designated areas or types of response periodically as may be dictated by changing conditions and the requirements of mutual benefits to each of the parties.

4. **Incident/Unified Command**

The "jurisdictional department" is the department in whose jurisdiction the incident, i.e., fire, occurs. The "aiding department" is the department that provides aid to the jurisdictional department. In those instances where the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of that aiding department. The jurisdictional department upon its arrival at the scene will assume command of the incident. The incident commander of the jurisdictional department at the scene of the incident will have authority to direct the aiding department's personnel. The highest-ranking officer from the aiding department at the scene of the incident will retain the right and responsibility to deny any assignment. Whenever possible, both parties will endeavor to establish an early Unified Command to maximize effectiveness and coordination of resources at an incident. The resources of the aiding department will be released from the scene as soon as practical by the jurisdictional department.

Commitment of Resources

It is mutually understood that this MOU does not relieve any party from the necessity and obligation of using its own resources for furnishing fire and rescue service within any part of its own jurisdiction, and that the aiding party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. Any personnel and/or equipment being used in the other's jurisdiction will be released from the emergency incident and must be able to return to their own jurisdiction as soon as practical.

5. Methods of Requesting Aid

The parties are authorized at any time for Automatic Mutual Aid Response from the other parties. The request shall be directed by the City of Detroit Fire Department Central Dispatch Center. This request will be on a box alarm system which will allow for the closest responding unit to be dispatched at any point in time.

- The Central Dispatch Center will not completely empty the City of Highland Park from all its apparatus and will only send HPFD apparatus within an approximate One Mile distance from the City of Highland Park. If a HPFD apparatus is needed farther than this radius, central dispatch will contact the Chief of Highland Park and make this request.
- The Central Dispatch Center will not completely empty the City of Hamtramck from all its apparatus and will only send Hamtramck apparatus within an approximate One Mile distance from the City of Hamtramck. If a Hamtramck apparatus is needed farther than this radius, central dispatch will contact the Chief of Hamtramck and make this request.

6. Limitations

If aid is not available, the department from whom aid was requested will notify the jurisdictional department as soon as the aiding department's confirms that it will be unable to provide aid. In such case, the aiding department will not provide mutual aid and each party will communicate at the time of dispatch to help the jurisdictional department utilize the most appropriate alternative, if one is available.

7. Fire Incident Reporting

Each party shall be responsible for obtaining needed information to complete fire reports for incidents within their respective jurisdictions. Aiding departments will contact jurisdictional departments to provide appropriate information for completion of fire reports.

8. Preparedness

DFD, HPFD and HFD will periodically conduct joint training exercises (with a goal of two per year). These training exercises shall be coordinated with the local DFD, HPFD and HFD Battalion Commanders.

10. Amount and Type of Assistance

A. MUTUAL AID RESPONSE:

When requested, each party will provide one engine and/or one truck and a Battalion Chief to respond to the designated incidents to combat emergency incidents. All parties upon request may also dispatch units to help mitigate a hazardous material incident, multi casualty incident, and other type incidents.

Upon request, additional resources requested beyond those identified above may be authorized by the aiding department, through its Fire Commissioner, or designee, or its Fire Chief, or designee.

B. Time Period of Assistance

The amount and type of assistance is not intended to be for extended periods of time. If the need for assistance exceeds a 12-hour period of time, the jurisdictional department shall obtain approval by the aiding department's respective Fire Commissioner or Fire Chief following evaluation of the specific emergency.

11. Communications

During emergency incidents each party shall strive to maintain inter-operability between the responding resources. The Incident Commander or Battalion Chief, or person of similar authority, of the aiding department, will communicate with the Incident Commander or Battalion Chief, or person of similar authority, of the jurisdictional department via radio to determine the needs of the emergency incident and their respective assignments. Such coordination will occur on radio channels according to the most current communications plan.

For incidents where there is **NO** Battalion Chief, or person of similar authority, assigned from the aiding department, the parties will communicate with each other using the radio channel assigned to the incident by the dispatch center of the jurisdictional department.

12. No Third Party Benefit

This MOU is not intended to be, or deemed to be, a MOU for the benefit of a third party or anyone not a party hereto, and neither a third party nor anyone who is not a party hereto shall have a claim or cause of action hereunder for any cause or reason whatsoever.

13. No Compensation to Either Party

The aiding department furnishing aid pursuant to this MOU shall not be entitled to money or compensation of any kind for services provided to the jurisdictional department.

14. Neither party responsible for the other parties

None of the parties to this MOU shall be responsible for the defense of, or for defending, paying for, indemnifying or saving harmless the other parties to this MOU, for any loss, cost, expense or damage caused in whole or in part by any act or omission related to this MOU for which any other party is found by a court of final competent jurisdiction to be legally or equitably liable.

15. No Effect on the Michigan Emergency Mutual Aid Commitment

It is mutually understood that this MOU will in no way affect or have a bearing on any existing Michigan Emergency Mutual Aid Commitment agreement.

THE PARTIES HAVE EXECUTED THIS MOU AS FOLLOWS:

CITY OF DETROIT FIRE DEPARTMENT:

By:  Date: 11-18-2014
Edsel Jenkins
Executive Fire Commissioner

CITY OF HIGHLAND PARK FIRE DEPARTMENT:

By:  Date: 11-18-2014
Derek Hillman
Fire Chief

CITY OF HAMTRAMCK FIRE DEPARTMENT:

By:  Date: 11-18-2014
Fire Chief
Paul Wilk