

GENERAL AGREEMENT

between

SOLON-CENTERVILLE TOWNSHIP FIRE AND RESCUE DEPARTMENT

and

NATIONAL PARK SERVICE
U.S. Department of the Interior
SLEEPING BEAR DUNES NATIONAL LAKESHORE

For Structural Fire, Wildland Fire, Emergency Medical Services, Search,
Rescue, Hazardous Materials Spills, and All Other Non-Law Enforcement Emergencies

Article I. Background and Objectives.

WHEREAS, The Solon-Centerville Township Fire/Rescue Department, hereinafter referred to as S-CFRD, has structural fire, wildland fire, emergency medical, search, rescue, hazardous materials spills, and other non-law enforcement emergency responsibilities over lands within Cleveland, Centerville, and Kasson Townships, including those portions that lie within the boundaries of Sleeping Bear Dunes National Lakeshore and;

WHEREAS, Sleeping Bear Dunes National Lakeshore, hereinafter referred to as SLBE, has management and proprietary responsibilities for structural fire, wildland fire, emergency medical, search, rescue, hazardous materials spills, and all other non-law enforcement emergency responsibilities over its lands within Cleveland, Centerville, and Kasson Townships and;

WHEREAS, it is the mutual desire of Solon-Centerville Township and Sleeping Bear Dunes National Lakeshore to work in cooperation for the common purpose of better protecting life and property of the public they serve, by sharing in the use of trained personnel and equipment where threats to human life and property within their respective jurisdictions arise;

WHEREAS, Title 16, United States Code, section 1b(1), authorizes the National Park Service, through the Secretary of the Interior to provide emergency rescue, fire fighting and other cooperative assistance to nearby fire/rescue prevention agencies and for related purposes outside of the National Park System;

WHEREAS, Title 42 of the United States Code, section 1856a, authorizes the National Park Service to enter into reciprocal agreements for fire protection;

NOW THEREFORE, the parties agree as follows:

-Article II. Statements of Work.

A. THE NATIONAL PARK SERVICE WILL:

1. On its lands, assume lead responsibility for the following incidents, with the Townships providing assistance as requested:
 - a. Wildland fire
 - b. Search and rescue
 - c. Hazardous materials spills

2. On lands adjacent to SLBE, including state and county roads within the SLBE, provide assistance upon request for the following incidents. S-CFRD will be the lead agency.
 - a. Wildland fire suppression support
 - b. Search and rescue support
 - c. Hazardous materials spills
 - d. Assistance during other non-law enforcement emergencies, upon request, in Cleveland, Centerville, and Kasson Townships.

Emergency refers to situations where there is imminent threat to life or destruction of major property.

3. Provide assistance on SLBE lands, and throughout the township upon request, to S-CFRD, who will be the lead agency, for the following incidents:
 - a. Emergency medical assistance, including use of rescue equipment, in areas within Cleveland, Centerville, and Kasson Townships.
 - b. Structural fire suppression support, but not direct attack or building entry work, in Cleveland, Centerville, and Kasson Townships.

4. Provide radio dispatch services as requested, when personnel are available.

5. Provide S-CFRD with a list of personnel and emergency telephone numbers for responses after hours.

6. Provide initial emergency traffic control, upon request, in Cleveland, Centerville, and Kasson Townships. Extended periods of traffic control or crowd control outside of park lands are not considered to be an emergency situation.

7. The active members of the Solon-Centerville Township Fire and Rescue Department will be issued annual passes for use of Lakeshore lands and facilities, at no charge, in recognition of the service that the members provide, and to encourage use of the Lakeshore so that members will be familiar with the area for fire, rescue, and emergency medical services.

BACKGROUND

Sleeping Bear Dunes National Lakeshore cooperates with Solon-Centerville Township Fire and Rescue Department to provide fire, rescue, and emergency medical services for visitors within the Lakeshore. Most members of the township fire and rescue department are volunteers who generously donate their time to provide emergency services.

Fire and rescue department volunteers are recognized for the volume of calls and services they provide to the visitors to the National Lakeshore. It is recognized that volunteer fire and rescue members donate a good deal of their time to obtain and maintain certifications required to perform this work. Fire and rescue personnel are called upon to provide emergency services 24 hours/day, seven days/week and often in difficult circumstances. This special recognition is extended to fire and rescue personnel who are active in the National Lakeshore, invest their own time to obtain and maintain emergency services certifications and who provide the services at all hours of the day or night when the need arises.

PROCEDURES

The annual passes will be issued to active volunteer members of the Solon-Centerville Township Fire and Rescue Department. If the Township chooses to participate in this program, the Township Fire Chief will submit to the Superintendent a list of active members who qualify for the annual pass. The member may then receive their annual pass at the Visitor Center in Empire, or the fire chief may pick up the passes and distribute them to the department members.

B. THE SOLON-CENTERVILLE TOWNSHIP FIRE/RESCUE DEPARTMENT WILL:

1. Provide ambulance service to SLBE lands within Cleveland, Centerville, and Kasson Townships.
2. Provide structural fire services to SLBE lands within Cleveland, Centerville, and Kasson Townships.
3. Provide wildland fire services to SLBE lands within Cleveland, Centerville, and Kasson Townships including personnel and equipment, upon request.
4. Provide search and rescue services to SLBE lands within Cleveland, Centerville, and Kasson Townships, including personnel and equipment, upon request.
5. Provide assistance to SLBE lands to manage hazardous materials spills.

6. Provide assistance to SLBE lands within Cleveland, Centerville, and Kasson Townships, during other non-law enforcement emergencies, upon request.
7. When dispatched directly to an incident, will notify SLBE personnel as soon as situation permits.

C. THE NATIONAL PARK SERVICE AND THE SOLON-CENTERVILLE TOWNSHIP FIRE/RESCUE DEPARTMENT MUTUALLY AGREE:

1. As a general principle, assistance outside either agency's primary area of jurisdiction will be rendered only upon request. However, in those cases where the need for aid is immediately apparent, request for assistance will be implied until the agency with the primary jurisdiction is notified and can respond. Responding personnel are authorized to provide assistance only to the level they are trained and certified.
2. That during all emergency operations, the agency with primary jurisdiction will designate an on-scene Incident Commander, who shall provide direction for the management of the incident. In the event the agency with primary jurisdiction is not the first responding unit, the first unit on the scene will temporarily establish an incident commander until one is designated by the agency with primary jurisdiction. The assisting agency shall cooperate fully, within the limits established by this agreement, with the Incident Commander directing the overall emergency operation.
3. When wildland fires occur on SLBE park lands, no ground disturbing equipment such as graders or bulldozers shall be used without the permission of the SLBE Superintendent or his/her designee.
4. After occurrences in which mutual assistance was required and given, all parties shall exchange all reports arising out of such operation. Nothing in this section shall purport to waive, limit or remove confidentiality imposed or allowed by law in regard to any such reports or the contents of the reports.
5. Both agencies will engage in cooperative on-site training programs whenever practical and mutually beneficial.
6. The parties shall share their respective radio frequencies for both monitoring and transmission.
7. When incidents reach a level as to attract media attention, news and information releases will be coordinated between the park Public Information Officer and a representative of the S-CFRD. News releases should reflect joint cooperative efforts by both agencies.
8. Each party is responsible for compensating its own employees, including compensation for any injuries, death, damage or loss to property to the same extent that each party would otherwise be responsible for its employees and property.
9. Each of the parties to this agreement does hereby expressly waive all claims against every other party for employee compensation for any loss, damage, personal injury or death except as otherwise provided herein occurring in consequence of the performance of this agreement.

10. In rendering mutual assistance each party shall be responsible for the provision of its own equipment, materials, and supplies except in cases of emergency where it appears to the officers or employees immediately involved that the sharing or use of equipment loaned or furnished by another party is necessary and proper.
11. Each party shall be responsible and liable for damages or injuries to third parties caused by the negligent or wrongful acts of its employees under this agreement. The National Park Service shall be responsible and liable for damages or injuries to third parties caused by the negligent or wrongful acts of its employees to the extent allowed by the Federal Tort Claims Act, Title 28 United States Code, section 2671, et seq. Each party shall have the right of contribution against the other to the extent of liability caused by the other's employees in activities creating joint liability. The National Park Service's right of contribution will be to the extent allowed by the Federal Tort Claims Act, Title 28 United States Code, section 2671, et seq.
12. The employees of the assisting party shall not be considered employees of the requesting party.
13. Nothing in this agreement shall be construed as obligating any party to expend any money in excess of appropriation by Township or Federal laws.
14. Nothing contained herein shall be construed to either limit or extend in any way the responsibility, jurisdiction or authority conferred by law to the Solon-Centerville Township Fire/Rescue Department or to the National Park Service.
15. This agreement does not relieve any agency of any duty imposed upon it by law.
16. Nothing in this agreement shall require either agency to deplete its own resources to the extent that it cannot respond adequately to an emergency call within its own boundaries.

Article III. Term of Agreement.

This agreement shall become effective when signed by the parties and shall continue in force for a period of five (5) years unless terminated by mutual agreement or by either party upon sixty (60) days notice in writing to the other of their intention to do so. Parties to this agreement will reassess the benefits that have accrued and determine if the agreement should be reaffirmed prior to its expiration. Amendments to this General Agreement may be proposed at any time by either party and shall become effective upon approval by both parties.

Article IV. Key Officials.

All communications and notices regarding this agreement shall be directed to the following key officials for each party:

A. For the National Park Service:

Superintendent
Sleeping Bear Dunes National Lakeshore
9922 Front Street
Empire, Michigan 49630

B. For the Township of Solon, Michigan

Solon Township Supervisor
9191 S. Kasson
Cedar , MI 49621

Chief, Solon-Centerville Fire and Rescue Department
9588 Cedar Road
Solon-Centerville , MI 49621

C. For the Township of Centerville, Michigan

Centerville Township Supervisor

Article V. Standard Clauses

A. Non-Discrimination

During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Promotions.

The Township of Solon-Centerville shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the Township of Solon-Centerville represents. No release of information relating to this agreement may state or imply that the Government approves of the Township of Solon-Centerville 's work product or considers the Township of Solon-Centerville 's work product to be superior to other products or services.

C. Officials not to Benefit.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share of part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend this agreement if made with a corporation for its general benefit.

Agreed to by: Dusty Shultz 11-14-2001
Dusty Shultz, Superintendent Date
Sleeping Bear Dunes National Lakeshore

Agreed to by: Albin Roszinski 11-1-01
Albin Roszinski, Chief Date
Solon-Centerville Township Fire/Rescue Dept.

Agreed to by: Alexander Garvin 11-1-01
Alexander Garvin, Supervisor Date
Solon-Centerville Township

Agreed to by: Leonard Kelenski 11-1-01
Leonard Kelenski, Supervisor Date
Centerville Township