

**General Agreement
Between
The United States Department of the Interior
National Park Service
And
Glen Arbor Township**

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Sleeping Bear Dunes National Lakeshore (hereinafter "SLBE"), and the Glen Arbor Township acting through the Glen Arbor Fire Department (hereinafter "GAFD"), Glen Arbor, Michigan.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural and wildland fires; and managing Search and Rescue (SAR) and Emergency Medical Services (EMS) on lands within the park boundaries, within Glen Arbor Township, and the immediate surrounding areas.

The NPS is responsible for providing fire prevention, detection, and suppression and for conducting SAR and EMS operations on federally owned land within the park. The GAFD is responsible for providing fire prevention, detection, and suppression and for conducting SAR and EMS operations within Glen Arbor Township and in the immediate surrounding area (including non-federally owned land within the Park's boundaries).

This Agreement will provide the foundation for both agencies to provide mutual assistance on incidents in their respective jurisdictional areas under the Incident Command System (ICS) through the use of Unified Command.

ARTICLE II – AUTHORITY

This Agreement is entered into under the authority of 42 U.S.C. §1856a (1994).

ARTICLE III – STATEMENT OF WORK

A. The NPS agrees to:

1. Use the Incident Command System under a Unified Command structure with GAFD consistent with the provisions of this agreement to respond and provide assistance as requested by GAFD or the Leelanau County Emergency Dispatch System (LCDS) in the following incidents on NPS land:
 - a. Wildland Fire
 - b. Structural Fire
 - c. Search and Rescue
 - d. Emergency Medical Services

2. On lands adjacent to the park, including state and county roads within the park, provide assistance upon request by GAFD or LCDS for the following incidents where GAFD will be the lead agency:
 - a. Wildland fire suppression support in Glen Arbor Township
 - b. Search and rescue support in Glen Arbor Township
 - c. Assistance during other non-law enforcement emergencies in Glen Arbor Township. "Emergency" in this context refers to situations where there is imminent or reasonable basis to assume a threat to life or destruction of property may exist.
 - d. Structural fire suppression assistance.
3. Provide radio dispatch and relay services as requested when possible.
4. Notify GAFD when dispatched directly to an incident as soon as the situation permits.
5. Monitor and be responsible for six (6) Motorola Minitor II pagers loaned by GAFD.
6. Provide GAFD with an updated list of personnel and emergency telephone numbers for responses after hours.
7. Provide initial emergency traffic control, on request, in Glen Arbor Township. Extended periods of traffic or crowd control are not considered to be per se an emergency situation.

B. GAFD agrees to:

When requested by SLBE or LCDS:

1. Use the Incident Command System under a Unified Command structure with SLBE consistent with the provisions of this agreement to respond and provide assistance as requested by SLBE or the Leelanau County Emergency Dispatch System (LCDS) in the following incidents on NPS land:
 - a. Structural Fire
 - b. Wildland Fire
 - c. Search and Rescue
 - d. Emergency Medical Services
2. It is understood that certain fees, set by Glen Arbor Township, may be charged to patients or their insurance companies when such services are supplied, including the Argo rescue vehicle.
3. Provide assistance to SLBE park lands within Glen Arbor Township, during other non-law enforcement emergencies.
4. Notify SLBE when dispatched directly to an incident as soon as the situation permits.

C. The parties further agree as follows:

1. As a general principle, assistance outside either agency's area of jurisdiction will be rendered only upon request by SLBE, GAFD, or LCDS. However, in those cases where the need for aid is immediately apparent, request for assistance will be implied until the agency with 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 first person on scene, possessing the necessary training and experience, regardless of agency affiliation, will establish the Incident Command System and relay its activation, via radio, to LCDS, SLBE and GAFD. This command should be passed to the next arriving SLBE or GAFD employee or member possessing the necessary qualifications and experience. Both agencies will cooperate fully, within limits established by this agreement, in implementing a Unified Command approach and supporting the Incident Commander directing the overall emergency operation.
3. After incidents in which mutual assistance was required and given, all parties shall exchange any reports requested arising out of such operation, except that 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.
4. Both agencies will engage in regular, cooperative, on-site training programs to assure informed and efficient coordination at emergency scenes.
5. The parties shall share their respective radio frequencies for both monitoring and transmission, and coordinate such information with LCDS and the County Director of Emergency Services.
6. When incidents involving both GAFD and SLBE personnel reach a level as to attract media attention, news and information releases will be coordinated between the park Public Information Officer and a designated representative of GAFD who shall normally be the Chief of the Department or, in the event of his unavailability, the Deputy Chief of the Department. News releases should reflect joint cooperative efforts by both agencies.
7. Each party is responsible for compensating its own employees, including compensation for any injuries, death, damage or loss of property to the same extent that each party would otherwise be responsible for its employees and property.
8. 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.
9. In rendering mutual assistance, each party shall be responsible for 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. Nothing in this provision, however, shall bar GAFD from recovering any costs or receiving reimbursements which may be available to it by law and from sources such as Section 11 of the Federal Fire Prevention and Control Act of 1974.

10. Each party, as permitted by law, 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.
11. The employees of the assisting party shall not be considered employees of the requesting party, except under the following condition:

Employees of SLBE, who are also members of the GAFD, shall be considered federal government employees of SLBE while responding to an incident anywhere within the Glen Arbor Township, during their scheduled tour of duty. During their off-duty hours, if they respond to an incident as members of the GAFD, they will not be considered federal government employees. Employees of SLBE will be acting as employees when dispatched by SLBE or the ~~Glen Arbor Fire Department~~ ^{GAFD}, to provide emergency assistance outside the Lakeshore's boundaries. They will not be considered employees of SLBE or entitled to any benefit normally incurred by an employee, if they respond as a member of GAFD outside their scheduled tour of duty, outside of the "jurisdictional" boundaries of SLBE.

12. Nothing in this agreement shall be considered as obligating any party to expend any money in excess of appropriations by Township or Federal Laws.
13. Nothing contained herein shall be construed to either limit or extend in any way the responsibility, jurisdiction or authority conferred by law on the Glen Arbor Fire Department or the National Park Service.
14. This agreement does not relieve any agency of any duty imposed upon it by law.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

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

2. For the Township of Glen Arbor, Michigan

Supervisor
Glen Arbor Township

Chief of the Department
Glen Arbor Volunteer Fire Department

- B. **Communications** – The Township will address any communication regarding this Agreement to the key official and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Superintendent
- C. **Changes in Key Officials** – Neither the NPS nor the Township of Glen Arbor may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the Township of Glen Arbor during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants 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 Glen Arbor will 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 Glen Arbor represents. No release of information relating to this Agreement may state or imply that the Government approves of the Township of Glen Arbor's work product or considers the Township of Glen Arbor's work product to be superior to other products or services.

C. Public Information Release

Publications of Results of Studies

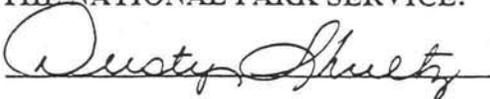
No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due

notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

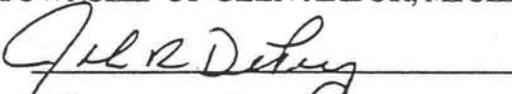
ARTICLE XII - SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: 
Name: Dusty Shultz
Title: Superintendent
Sleeping Bear Dunes National Lakeshore
Date: April 20, 2005

FOR THE TOWNSHIP OF GLEN ARBOR, MICHIGAN:

Signature: 
Name: JOHN R. DEPUY
Title: Fire Chief, Glen Arbor Township
Date: 4/19/05

Signature: 
Name: JOHN C. SODERHOLM
Title: Supervisor, Glen Arbor Township
Date: 4/19/05