

AGREEMENT
TOWNSHIP OF SILVER CREEK, CASS COUNTY, MICHIGAN
AND
SISTER LAKES VOLUNTEER FIRE DEPARTMENT

THIS AGREEMENT made and entered into this 11th day of December, 2019, by and between the TOWNSHIP OF SILVER CREEK and SISTER LAKES VOLUNTEER FIRE DEPARTMENT.

WHEREAS, SISTER LAKES VOLUNTEER FIRE DEPARTMENT, provides fire protection, and is possessed of equipment and personnel adequate to serve the fire protection needs of SILVER CREEK TOWNSHIP; and

WHEREAS, SILVER CREEK TOWNSHIP is desirous of contracting for fire protection services from SISTER LAKES VOLUNTEER FIRE DEPARTMENT, NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SISTER LAKES VOLUNTEER FIRE DEPARTMENT agrees that it will provide fire protection, for the persons and property within that limited portion of SILVER CREEK TOWNSHIP in section one (1) through section eighteen (18) inclusive of SILVER CREEK TOWNSHIP, Cass County, Michigan depicted on the drawing attached hereto as Exhibit A, for a period of five years, commencing January 1, 2020 and ending on December 31, 2025.
2. The SISTER LAKES VOLUNTEER FIRE DEPARTMENT agrees to furnish services to that portion of SILVER CREEK TOWNSHIP described in paragraph 1 above, which shall be equivalent to the fire protection, and other related services ordinarily rendered by fire departments serving communities of a size comparable to SILVER CREEK TOWNSHIP. SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall perform Ordinance enforcement (related to open burning, etc.) in the areas of SILVER CREEK TOWNSHIP described in paragraph 1 above and depicted on Exhibit A.
3. The SISTER LAKES VOLUNTEER FIRE DEPARTMENT represents that it has the necessary emergency equipment and trained personnel to adequately provide rescue related to personal injury motor vehicle accident rescues, actual fire response and fighting services.
4. The SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall use its best efforts to respond to all requests for emergency services related to firefighting and personal injury motor vehicle accident rescues. In the event that the SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall be unable to respond to a request for services because of previous commitments which may prevent or delay the deployment of resources, there shall be no liability of any kind or nature on the part of SISTER LAKES VOLUNTEER FIRE DEPARTMENT. SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall not be in breach of this Agreement nor shall it in any way be liable to SILVER CREEK TOWNSHIP should SISTER LAKES VOLUNTEER FIRE DEPARTMENT be required to utilize its established mutual aid agreements and protocols to assist in the provision of service.

5. It is understood and agreed by the parties hereto that SISTER LAKES VOLUNTEER FIRE DEPARTMENT while performing any services under the terms of this contract, shall be deemed to be acting in a governmental capacity and shall enjoy the same immunities that SILVER CREEK TOWNSHIP would have under the circumstances.

6. SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall provide a written monthly report by the first of the month to the SILVER CREEK TOWNSHIP Board stating services provided and the service runs in SILVER CREEK TOWNSHIP.

7. SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall maintain such insurance as will adequately protect it from claim(s) under the Worker's Compensation Disability Act and from claim(s) for damages because of bodily injury, including death, or from any other liability from enduring operation under this contract, whether such operation by SISTER LAKES VOLUNTEER FIRE DEPARTMENT or its fire department or by anyone directly, or indirectly employed by them and shall name SILVER CREEK TOWNSHIP as "Additional Insured" on its insurance policy. This insurance shall be written for not less than One Million (\$1,000,000.00) Dollars of liability with not less than Three Million (\$3,000,000.00) Dollars of umbrella coverage. Certificate of insurance shall be filed with the SILVER CREEK TOWNSHIP Clerk. Further, SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall hold SILVER CREEK TOWNSHIP harmless and indemnify SILVER CREEK TOWNSHIP from any and all liability incurred of whatsoever kind or nature arising from SISTER LAKES VOLUNTEER FIRE DEPARTMENT'S provision of services pursuant to this agreement.

8. It is agreed that when any equipment or personnel from the SISTER LAKES VOLUNTEER FIRE DEPARTMENT responds to any call for service within that portion of SILVER CREEK TOWNSHIP set forth in paragraph 1 above and depicted on Exhibit A, all of the fire equipment and all of the personnel of the SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall be under the command of the SISTER LAKES VOLUNTEER FIRE DEPARTMENT.

9. SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall provide Silver Creek Township with any and all copies of current mutual aid agreements which cover Silver Creek Township.

10. In consideration of the foregoing services furnished by the SISTER LAKES VOLUNTEER FIRE DEPARTMENT through its fire department, SILVER CREEK TOWNSHIP shall pay to SISTER LAKES VOLUNTEER FIRE DEPARTMENT the following:

Beginning with the Winter 2019 tax collection and each year thereafter for the term of this Agreement, SILVER CREEK TOWNSHIP shall pay the SISTER LAKES VOLUNTEER FIRE DEPARTMENT 33 1/3 percent of the Police and Fire Millage (according to Headlee rollback) of the most recent year's taxable value of all real property located in Silver Creek Township. Said sum shall be paid by SILVER CREEK TOWNSHIP to SISTER LAKES VOLUNTEER FIRE DEPARTMENT as the funds are collected by the Township through the Police and Fire Millage. As such, the township's disbursements are necessarily related to the dates of collection of the winter taxes by the Silver Creek Township Treasurer. SISTER LAKES VOLUNTEER FIRE DEPARTMENT will receive a minimum of ten thousand dollars (\$10,000.00) up to 33 1/3 percent of the collected funds, that are collected by the Township prior to the January and February Township Board meetings. Such remittance will be made to SISTER LAKES VOLUNTEER FIRE DEPARTMENT after the Township Board meeting, which occurs on the second Wednesday of each month. SISTER LAKES VOLUNTEER FIRE DEPARTMENT will receive the remainder of the 33 1/3 percent of the Police and Fire Millage collected on the most recent year's taxable value of all real property located in Silver Creek Township, after township board approval made at the March Township Board meeting.

11. SISTER LAKES VOLUNTEER FIRE DEPARTMENT shall provide SILVER CREEK TOWNSHIP with an annual line item Fiscal Budget containing their income and expenses for each contract year and shall submit a copy of their annual Financial Audit.

12. In the event that SLVFD does not maintain equipment suitable for reasonable fire protection service in the area agreed, the contract shall become null and void. Suitability shall be determined by an increase in fire insurance rate classification above an Insurance Services Organization (ISO) classification 9 due to inadequate equipment, or by a report from National Fire Protection Association (NFPA) or Michigan Occupational Safety and Health Administration 74 (MIOSHA 74) that SLVFD had failed to maintain adequate equipment.

13. In the event that an issue pertaining to the operation, change or amendment to this contract cannot be resolved between the parties, then the parties shall mutually agree to mediation with a professional mediator. Such mediator shall be engaged by mutually agreed appointment by the Township Attorney and an attorney who represents the SISTER LAKES VOLUNTEER FIRE DEPARTMENT. Costs of mediation will be shared equally. Each party shall compensate their own attorney. If mediation is unsuccessful, the parties shall be free to seek judicial remedies.

14. For purposes of any notice to be given under this Agreement or any relevant statutory law or any and all purposes whatsoever, the addresses of the parties shall, until written notice is given otherwise, shall be as follows:

Silver Creek Township
32764 Dixon Street
Dowagiac, MI 49047

Sister Lakes Volunteer Fire Department
92282 CR 690
Dowagiac, MI 49047

15. The individual or officer who signs this Agreement certifies through his/her signature that he/she is authorized to sign this Agreement on behalf of the entity that he/she represents.

This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

IN WITNESS WHEREOF, the parties have, by their duly authorized officers, hereunto set their hands and seal on the day and year first above written.

In the presence of:

TOWNSHIP OF SILVER CREEK

Maurice Kuratq

this 12 day of December, 2019

By: Bill J. Saunders
Bill J. Saunders, Supervisor

By: Lorri Behnke
Lorri Behnke, Clerk

In the presence of:

SISTER LAKES VOLUNTEER FIRE DEPT.

Lorri Behnke

this 11 day of Dec, 2019

By: Marshall Alsup
Marshall Alsup, Board President

By: Richard Pletz 12/11/19
Richard Pletz, Treasurer