



**MEMORANDUM OF UNDERSTANDING
DELHI CHARTER TOWNSHIP AND MERIDIAN TOWNSHIP
FOR FIRE SERVICES WITHIN
ALAIEDON TOWNSHIP**

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made and entered into as of the 1st day of January 2021, by and between the Charter Township of Delhi, whose address is 2074 Aurelius Road, Holt, Michigan 48842 (hereinafter referred to as "Delhi") and Meridian Charter Township, whose address is 5151 Marsh Road, Okemos, Michigan 48864 (hereinafter referred to as "Meridian").

The Charter Township of Delhi provides contract fire protection to Alaiedon Township and, in order to provide the best delivery of services, Meridian hereby agrees to provide mutual aid fire response and services to Delhi within Alaiedon Township per the following policy.

1. Fire Protection and Rescue Service. All fire and rescue calls dispatched by Ingham County 911 Center in Alaiedon Township for properties located along and north of Sandhill Road, including I-96 from College Road to Meridian Road, all of Stillman Road, and all streets and roads north of I-96 will be served by Meridian. Meridian will make available for such purpose all equipment and personnel available at said time, consistent with prudent reserves for fire protection and rescue needs elsewhere. Equipment utilization and staffing shall be within the sole discretion of authorized Meridian Charter Township officers. On I-96, response will be provided to only those calls wherein fire or extrication is needed. This agreement shall not include any ambulance or EMS service within the boundaries of Alaiedon Township.

2. Compensation. Compensation to Meridian for each category of service shall be paid by Delhi as follows:

2A. Standby and Administrative Fee. An annual standby and administrative fee shall be paid by Delhi to Meridian during the term of this Agreement in the amount of Twelve Thousand Seven hundred and Twenty Eight dollars and no cents (\$12,728.00) Payment shall be made in equal monthly installments of One Thousand Sixty dollars and 66/100 cents (\$1060.66), commencing on the first day of January 2018 and continuing on the first day of each month thereafter through the end of the term of this agreement. This annual fee may be modified in the following manner based on the annual contract price between Delhi and Alaiedon Township.

A party proposing to modify this annual fee may do so by giving the other written notice of such, and such modified annual fee becomes the new annual fee, unless within 60 days after receipt of such notice, the other party objects in writing to such a modified fee.

If not objected to, the modified fee shall be the new annual fee 60 days after the initial notice and shall be paid in monthly installments over the remaining term of the agreement, unless the parties agree otherwise. The modified annual fee and monthly

payments shall be noted in an attached Exhibit A to the agreement, but the failure to attach or update Exhibit A shall not mean that the fee has not been modified.

B. Fire Run Charge.

1. **All Fire and Rescue Calls: 2021-2023** \$900.00
2. **All Additional Hours after the 1st hour:** \$600 per hour for each hour after the initial hour. Hours will be measured from time of alarm until all units and personnel have completed all tasks associated with the call. Additional hours shall be measured in quarter hour increments.
3. **Cancelled Calls:** Calls which are cancelled prior to any unit leaving the station will not be charged.
4. **Command Car:** \$90.00 per hour for incidents that do not require traditional fire and rescue apparatus. There are times that an incident arises that requires only the use of a command car type vehicle. Examples include burn complaint checks, CO alarms and other good intent type calls.

C. Reporting / Invoicing Required

1. **Reports:** Copies of NFIRS Incident reports for all incidents which Meridian covers within Alaiedon Township during any month will be provided to Delhi no later than the 5th of the following month. Reports will include the name, address and phone number of those persons who received the fire and/or rescue service.
2. **Invoice:** An invoice will be provided to Delhi along with the NFIRS copies. Invoices will indicate date, time, address, total hours, and total fee due for each call.

Payment for fire services rendered pursuant to subparagraphs B and C above shall be made within sixty (60) days of billing.

3. **Employee Protection.** Meridian shall maintain all required insurance coverage pertaining to its firefighting personnel and equipment, which coverage shall be in the same amount and equally applicable to losses which may be incurred while providing firefighting services to Alaiedon Township required herein.


4. Non-Discrimination. The parties agree that neither shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity or marital status. Breach of this covenant may be regarded as a material breach of this contract which allows the non-discriminatory party to immediately terminate this agreement.


5. Term. This agreement shall commence at 12:01 a.m. on January 1, 2021 and shall continue until midnight December 31, 2023. This agreement may be renewed, extended or modified upon the mutual consent of both parties in the event of renewal, the then-current annual standby and administrative fee under paragraph 2A shall continue for another year.

5A. Notwithstanding anything in this paragraph to the contrary, either party to this agreement may terminate it upon 60-days' written notice to the other.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date above first written

THE CHARTER TOWNSHIP OF MERIDIAN


By: 
Frank Walsh
Its: **Township Manager**

By: 
Michael Hamel
Its: **Fire Chief**

And.

THE CHARTER TOWNSHIP OF DELHI

By: 
Tracy LC Miller
Its: **Manager**

By: 
Brian J. Ball
Its: **Fire Chief**