

**Scott Dzurka**  
Mayor

**Brad Gurski**  
Vice Mayor

**Eric Hufnagel**  
Commissioner

**Chris Hyzer**  
Commissioner

**Chris DeLiso**  
Commissioner



**Chad A. Gamble, P.E.**  
City Manager

**Mindy J. Seavey**  
City Clerk

**Kristina Kinde**  
City Treasurer

**Michael Homier**  
City Attorney

**Justin Smith**  
Director of Public  
Services

**CITY OF ST. JOHNS  
CITY COMMISSION MEETING  
PROPOSED AGENDA**

**Monday, April 28, 2025, 6:00 p.m.  
Room 2200 – Clinton County Courthouse**

**\*Listen to Meeting Via Telephonic Conference  
Dial 1 929 205 6099**

**<https://zoom.us/j/2050014286>**

**Meeting ID: 205 001 4286**

**\*Please note, you will not be able to make public comments through Zoom;  
only in-person attendees will be able to participate in public comments.**

**(Times for agenda items are estimated times)**

**A. OPENING: (6:00 pm – 6:05 pm)**

1. Invocation
2. Pledge of Allegiance
3. Consent Agenda (*Action Item*)

***The staff proposes the following items for the Consent Agenda. If any Commissioner wishes to discuss any of these items, it should be placed on the regular agenda. The remaining items and recommendations may be approved en masse:***

- a. Approval of Minutes
  - Regular meeting minutes of March 24, 2025
- b. Receipt of Warrants
  - In the amount of \$2,054,399.22
- c. Cintas - Updated Uniform Rental Agreement
  - Staff recommends that the city commission sign and approve the amended agreement from Cintas. The city attorney has reviewed the updated agreement and finds it legally sufficient.
- d. Michigan Paving & Materials Contract – Street Millage Projects
  - Staff recommends that the city commission approve the contract with Michigan Paving and Materials for all non-patch based paving operations/projects through the 28/29 fiscal year and authorize the mayor to sign. The referenced contract was reviewed and deemed legally sufficient.

- e. National Night Out Donation Request
    - Staff recommends that the city commission approve the solicitation of donations to help fund the Police Department's National Night Out event, per the City Donation Policy.
  - f. Greenbush Township Fire Agreement
    - Staff recommends that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Greenbush Township and authorize the mayor and clerk to sign.
  - g. Bengal Township Fire Agreement
    - Staff recommends that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Bengal Township and authorize the mayor and clerk to sign.
  - h. Bingham Township Fire Agreement
    - Staff recommends that the city commission approve the proposed Rural Fire and Rescue Run Agreement between the City of St. Johns and Bingham Township and authorize the mayor and clerk to sign.
  - i. St. Johns Fire Department - Contract with Locality Media/First Due
    - Staff recommends that the city commission approve the Locality Media/First Due Proposal for the first year cost of \$7,200 and then annually for \$6,000 and authorize the Mayor to endorse the same.
  - j. Fire Department Exposure Control Plan
    - Staff recommends that the city commission adopt the Exposure Control Plan for the St. Johns Fire Department and implementation by the Fire Chief.
  - k. Fire Department Policy & Standard Operating Guidelines Manual
    - Staff recommends that the city commission adopt the St. Johns Fire Department Policy and Standard Operating Guideline Manual effective July 1st, 2025.
  - l. Wastewater Treatment Plant Software
    - Staff recommends that the city commission sign and approve the End User License agreement as well as the Support Subscription Agreement from AllMax Software. The City Attorney has reviewed both documents and finds them legally sufficient.
  - m. Marketing and Media Interlocal Agreement with St. Johns Public School District
    - Staff recommends that the city commission approve the Interlocal Agreement with St. Johns Public Schools for shared marketing and media services and authorize the mayor and clerk to sign.
  - n. 25/26 Street Program Parts
    - Staff recommends that the city commission approve ETNA Supply as a sole source vendor for Waterous Fire Hydrants and America Flow Control Valves and approval of the water infrastructure components quote from ETNA Supply in the amount of \$51,200.00.
4. Approval of Agenda: (6:05 pm – 6:07 pm) Action Item

**B. PUBLIC HEARINGS:**

1. Principal Shopping District Special Assessment Renewal (6:07 pm – 6:15 pm) *Action Item*  
(Presenter: Kristina Kinde, Treasurer)

**C. PRESENTATIONS:**

**D. PERSONS WISHING TO PRESENT TESTIMONY:**

1. Public comment - agenda & non-agenda items (6:15 pm – 6:18 pm) *Discussion only*  
Each speaker is only entitled to one (1) three-minute time during each Public Comment period.

**E. COMMUNICATIONS:**

**F. OLD BUSINESS:**

1. Principal Shopping District Special Assessment Renewal – Resolution of Determination - #20-2025 (6:18 pm – 6:20 pm) *Action Item*  
(Presenter: Kristina Kinde, Treasurer)
2. Principal Shopping District Special Assessment Renewal – Roll Presentation & Set Public Hearing Resolution - #21-2025 (6:20 pm – 6:22 pm) *Action Item*  
(Presenter: Kristina Kinde, Treasurer)

**G. NEW BUSINESS:**

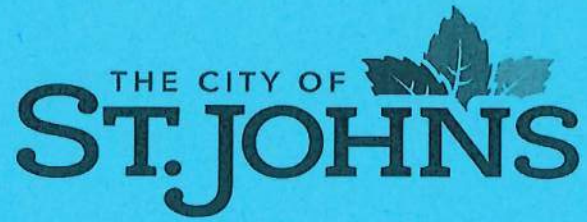
1. Planning Commission Vacancy Appointment (6:22 pm – 6:30 pm) *Action Item*  
(Presenter: Chad Gamble, City Manager)
2. DDA Downtown Mainstreet Membership Discussion (6:30 pm – 6:40 pm) *Discussion only*  
(Presenter: Heather Hanover, PSD/DDA Director)
3. Planning Commission Recommendation – Special Land Use – 1201 S. US 127 BR/Red Wing Plaza – Resolution #22-2025 (6:40 pm – 6:48 pm) *Action Item*  
(Presenters: Chad Gamble, City Manager; Chris Khorey, McKenna)
4. Planning Commission Recommendation – Special Land Use – Cedar Creek Hospital – 101 W. Townsend Road – Resolution #23-2025 (6:48 pm – 6:55 pm) *Action Item*  
(Presenters: Chad Gamble, City Manager; Chris Khorey, McKenna)
5. Development Request for Proposals - Development of City-Owned Land (6:55 pm – 7:05 pm) *Discussion/Action Item*  
(Presenters: Chad Gamble, City Manager; Chris Khorey, McKenna)
6. Fifth Amended and Restated Articles of Incorporation of the Clinton Area Ambulance Service Authority (7:05 pm – 7:15 pm) *Action Item*  
(Presenter: Brad Gurski, Vice Mayor)
7. Staff Presentation of the Proposed 2025/2026 Fiscal Year Budget to the City Commission and Set Public Hearing for May 19, 2025 (7:15 pm – 7:30 pm) *Action Item*  
(Presenters: Chad Gamble, City Manager; Kristina Kinde, Treasurer)
8. Water and Sewer Rate Study - Setting of 2025/26 Utility Rates (7:30 pm – 7:35 pm) *Action Item*  
(Presenters: Chad Gamble, City Manager; Kristina Kinde, Treasurer)

9. Proposals for City Entrance and Industrial Park Signs (7:35 pm – 7:40 pm) *Discussion only*  
(Presenter: Chad Gamble, City Manager)
10. Compost Site Appraisal (7:40 pm – 7:50 pm) *Discussion only*  
(Presenter: Chad Gamble, City Manager)
11. City Manager – Annual Job Performance Review & Contract Discussion (7:50 pm – 8:15 pm) *Discussion only*
12. City Manager Comments (8:15 pm – 8:25 pm) *Discussion only*
13. Commissioner Comments (8:25 pm – 8:35 pm) *Discussion only*

**H. ADJOURNMENT: (8:35 pm)**

(Next Regular Meeting Scheduled for **Monday, May 19, 2025, 6:00 p.m.**)

NOTICE: People with disabilities needing accommodation for effective participation in this meeting should contact the city clerk 989-224-8944 at least two working days in advance of the meeting. An attempt will be made to provide reasonable accommodation.



# CONSENT AGENDA

**CITY OF ST. JOHNS**  
**CITY COMMISSION MINUTES**

**MARCH 24, 2025**

The regular meeting of the St. Johns City Commission was called to order by Mayor Dzurka at 6:00 p.m. at the Clinton County Courthouse, 100 East State Street, 2<sup>nd</sup> Floor, Suite #2200, St. Johns, Michigan.

COMMISSIONERS PRESENT: Brad Gurski, Scott Dzurka, Chris Hyzer, Chris DeLiso  
COMMISSIONERS ABSENT: Eric Hufnagel  
STAFF PRESENT: Chad Gamble, City Manager; Kristina Kinde, City Treasurer; Mindy J. Seavey, City Clerk; Justin Smith, Director of Public Services; Anne Seurnynck, City Attorney

Mayor Dzurka asked if any of the commissioners or persons present wished to discuss any of the items on the consent agenda.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the consent agenda be approved as presented.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

a. Approval of Minutes

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the minutes of the February 24, 2025 special meeting; February 24, 2025 regular meeting; and March 11, 2025 special meeting be approved as presented.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

b. Receipt of Warrants

Motion by Commissioner Gurski seconded by Commissioner Hyzer that warrants be approved as presented in the amount of \$1,365,908.31.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.



c. Water Department Service Truck

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the purchase of the new water department service truck from Young Chevrolet in the amount of \$59,498.00.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

d. Section #307 of the Personnel Handbook – Sick Leave Benefits

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the revision of Section #307 of the Personnel Manual – Sick Leave Benefits.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

e. Updated Engineering & Construction Standards

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the revised Engineering & Construction Standards (change to HMA mix on page 13 as discussed at the 2/24/25 meeting) as presented.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

f. St. Johns Fire Department joining Michigan Mutual Aid Box Alarm System

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission authorize the mayor to sign the Amended Michigan Mutual Aid Box Alarm Association Agreement Effective 03/25/2025 on behalf of the St. Johns Fire Department.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

g. Audit Quotes

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission approve the engagement letter with Maner Costerisan for the next three years

audits with an option to extend the audit for three additional years following the three-year contract without re-bidding and authorize the mayor to sign the engagement letter.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

### AGENDA

Mayor Dzurka asked if there were any additions or deletions to the agenda. He added the Introduction of Russell Shellberg under Presentations; and added new item #1 under New Business - Local Governing Body Resolution for Charitable Gaming Licenses (Gateway/Oakview PTO).

Motion by Commissioner Hyzer seconded by Commissioner DeLiso that the city commission approve the agenda as amended.

### **AGENDA**

#### **A. OPENING:**

1. Invocation
2. Pledge of Allegiance
3. Consent Agenda

***The staff proposes the following items for the Consent Agenda. If any Commissioner wishes to discuss any of these items, it should be placed on the regular agenda. The remaining items and recommendations may be approved en masse:***

- a. Approval of Minutes
  - Special meeting minutes of February 24, 2025
  - Regular meeting minutes of February 24, 2025
  - Special meeting minutes of March 11, 2025
- b. Receipt of Warrants
  - In the amount of \$1,365,908.31
- c. Water Department Service Truck
  - Staff recommends that the city commission approve the purchase of the new water department service truck from Young Chevrolet in the amount of \$59,498.00.
- d. Section #307 of the Personnel Handbook – Sick Leave Benefits
  - Staff recommends that the city commission approve the revision of Section #307 of the Personnel Manual – Sick Leave Benefits.
- e. Updated Engineering & Construction Standards
  - Staff recommends that the city commission approve the revised Engineering & Construction Standards (change to HMA mix on page 13 as discussed at the 2/24/25 meeting) as presented.
- f. St. Johns Fire Department joining Michigan Mutual Aid Box Alarm System



-Staff recommends that the city commission approve authorize the mayor to sign the Amended Michigan Mutual Aid Box Alarm Association Agreement Effective 03/25/2025 on behalf of the St. Johns Fire Department.

g. Audit Quotes

-Staff recommends that the city commission approve the engagement letter with Maner Costerisan for the next three years audits with an option to extend the audit for three additional years following the three-year contract without re-bidding and authorize the mayor to sign the engagement letter.

4. Approval of Agenda:

**B. PUBLIC HEARINGS:**

**C. PRESENTATIONS:**

1. Introduction of Russell Shellberg (*Added to agenda*)
2. St. Johns Police Department Policy and Procedures Update
3. Clinton Area Ambulance Authority Update

**D. PERSONS WISHING TO PRESENT TESTIMONY:**

1. Public comment - agenda & non-agenda items

**E. COMMUNICATIONS:**

**F. OLD BUSINESS:**

**G. NEW BUSINESS:**

1. Local Governing Body Resolution for Charitable Gaming Licenses (Gateway/Oakview PTO) (*Added to agenda*)
2. Senior Citizen Park MDNR Passport Grant Application – Resolution #16-2025
3. Principal Shopping District Special Assessment Renewal – Resolution #17-2025 to Initiate the Principal Shopping District Special Assessment Project
4. Principal Shopping District Special Assessment Renewal – Resolution #18-2025 for Public Hearing of Necessity
5. Personnel Advisory Committee Report & Discussion
6. City Manager Comments
7. Commissioner Comments

**H. ADJOURNMENT:**

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

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PUBLIC HEARINGSPRESENTATIONS1. Introduction of Russell Shellberg

City Manager Gamble discussed adding communication bandwidth to the city; we have been working with King Media; have had multiple discussions with the school district regarding communication. He introduced Russell Shellberg, our new Marketing and Media Coordinator. He discussed his background and said he looks forward to what he will bring to our team.

Russell was present. He said he is a Dewitt native, worked at Fox 47 for 3 years, and attended CMU. He discussed the Fantasy Forest 2.0 project and working with the school on bond issues and trying to put a focus on getting that information out. He said he is excited to fill this role.

City Manager Gamble said we will be bringing back a contract between the school and city at our next meeting.

Mayor Dzurka welcomed Russ.

2. St. Johns Police Department Policy and Procedures Update

Police Chief Kirk presented the policy and procedures update. He discussed looking at policies and procedures when he came here; as we were updating policies, statutes were changing as we were getting legal review; that led them to the Lexipol System for keeping policies up to date, best practices, and according to the law; policy review objectives; policy examples; policy update notifications; policy distribution process; daily training bulletin; everyday training; benefits to the department and city; and additional training resources; the LEIN policy and April's work; and other local jurisdictions started Lexipol after us.

There was a discussion of the Lexipol compliance tool.

City Manager Gamble commended Chief Kirk, Deputy Chief Tobias and April Lech on their efforts.

Mayor Dzurka thanked them.

3. Clinton Area Ambulance Authority Update

Commissioner Gurski discussed the major work that is going on: managing growth; definite need for the service in the community; very hard to do on a for-profit basis; trying to maintain 3 rigs on the road at a time; serving a good portion of the county now; hurdles of the articles of incorporation; and Lynn has done a great job bringing his team along.

Lynn Weber, Director of Clinton Area Ambulance Authority, was present. He discussed: 47 employees on staff (1/3 full time; 1/3 female; 50/50 EMT's); couldn't afford for all to be fulltime; number of responses last year; challenge: Medicare and Medicaid are less than it takes us to make a call; rates have doubled in the last 3 years; a lot of our costs have doubled; funding from member agencies are reason why we are still here; cost per call is \$200 more than what we collect per call; primary response for 50% of the county (north half); biggest issue right now is turnaround time; great team; hope to be starting our community paramedic system soon; there is a grant for the program and we are pursuing other grants; overall we are doing really well; and we have a great team.

There was a discussion of:

- Response time.
- Mental health help (not in initial community paramedic program).

Mayor Dzurka thanked Lynn for the update. He said it is important to emphasize rates of Medicare and Medicaid to members of Congress. He thanked Lynn and his team and also thanked Ed Thelen, board member.

#### PERSONS WISHING TO PRESENT TESTIMONY

##### 1. Public Comment

Mayor Dzurka asked if there were any public comments. He discussed the rules regarding public comment. He addressed the emails regarding the feeding ban. He discussed briefly how we got to this feeding ban: planning commission, wildlife eating at some of the feeding places, and colonies of feral cats. He asked Chad where we are at and how it is being enforced.

City Manager Gamble discussed: the ordinance; decision to maintain the ban on feeding; ban on open feeding is maintained, but if trapping that is acceptable to the city.

There was a discussion of the TNR Program (Trap, Neuter, Release); no code enforcement if it follows that protocol.

Holly Thoms, Capital Area Humane Society, was present to address the feeding ban. She discussed the current ordinance; information that was presented to the commission last year; hasn't received constructive criticism on what she sent; why managed feeding does work; how TNR works; what happens when you don't feed cats; and she urged the commission to take some action and update the ordinance.

Officer Wright, Clinton County Animal Control, was present. She commented on the relationship with Holly and the TNR program; she supports structured feeding and feeding bans aren't effective.

Amanda Walter, homeowner, was present. She discussed: her neighbor does mass feeding; worked with non-profit and they have been tremendous, and she has seen a huge improvement; concerned about reintroduction of new cats and kittens coming in; massive cat issue in neighborhood; can't have plants; ask that we don't completely take it out.

Doug Walter, Meadowview Drive, was present. He discussed: he can't leave his garage door open; has a handicap son; they are in the yard a lot; mess from cats can be tracked into the house on wheels of wheelchair; he doesn't want stray cats in his yard; 5 kittens were delivered in his window well; and they don't need it in the neighborhood.

David Walter, Meadowview, was present. He discussed: he moved into the home 3 years ago and has been dealing with the issue ever since; happy to work with the non-profit; adopted a cat; the individual isn't taking care of the animals outside of feeding; the health aspect of multiple kittens; have 3 cats on their roof and 4 in yard; their kids are in the yard; feces; not being able to enjoy their own property; and they have killed their bushes. He is asking the commission to please consider all of the facts.

Patience Cole, Director of Happy Feet Pet Rescue, was present. She said she has been involved in the Meadowview Drive issue. She discussed: she doesn't disagree, it is tough; Holly has free ultrasonic deterrence; we have heard a lot of testimony how the cat population has gone down; they have returned some; that homeowner is not responsible for the cat population; it is not going to happen overnight; some cats belong to people in the neighborhood and were free roaming; and TNR is the best approach to take, but it is a slow process sometimes.

Chelsea, not a resident, was present. She discussed: she became involved with foster kittens; fosters 20 kittens per year; the entire state and country has a problem with cats and the problem is owners of cats; we are fighting an uphill battle we can never win; the only way is to spay and neuter; we don't have state laws preventing free roam; and discussed managed feeding.

Ed Thelen, 110 W. Cass, was present. He asked for your support for the grant application that Director Schafer will be presenting.

Christine Schweigert, resident from Meadowview Drive, was present. She discussed: her kids get attacked by cats; they had to replace window screens; lost plants and crops; the studies that cats will migrate for mating and food and will move on if you remove the resources; add laws for not allowing free roaming; cats bring in lots of disease; the lady was feeding throughout her yard; cats don't have many predators; and their health and disease is a problem and to our ecosystem.

Amy Grasso, was present. She discussed: you can't license cats; she has been involved with CAHS (Capital Area Humane Society) for 15 years; and we are hearing people say they are seeing the population go down; give us time, it is going to work.

Mayor Dzurka thanked everyone for coming and said we will continue to look into this issue.

#### COMMUNICATIONS

#### OLD BUSINESS

#### NEW BUSINESS

##### 1. Local Governing Body Resolution for Charitable Gaming Licenses (Gateway/Oakview PTO)

A member of the PTO was present. She said they are hosting a fundraiser this spring and have to apply to the State to hold a raffle.

Motion by Commissioner Hyzer seconded by Commissioner Gurski that the city commission adopt the Local Governing Body Resolution for Charitable Gaming Licenses for the Gateway/Oakview PTO.

YAY: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

##### 2. Senior Citizen Park MDNR Passport Grant Application – Resolution #16-2025

Parks and Recreation Director Bill Schafer discussed the master planning process for all of our city parks; they came up with a master plan for the Senior Citizen Park; it is an

underutilized park; it should score better on the passport grant; we can only apply for \$150,000; and we are hoping the additional amount would be split over two fiscal years.

There was a discussion of:

- The grant.
- The CIP (Capital Improvement Plan).
- The project.
- The agreement with Wade Trim that was approved at our last meeting (special meeting).

Motion by Commissioner Gurski seconded by Commissioner DeLiso that the city commission adopt Resolution #16-2025 Authorizing Submittal of a Michigan Department of Natural Resources Passport Grant Application to Fund the 2025 Senior Citizen Park Improvements.

YAY: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

### 3. Principal Shopping District Special Assessment Renewal – Resolution #17-2025 to Initiate the Principal Shopping District Special Assessment Project

Treasurer Kinde discussed we have done this special assessment in the past; renewal; it is a 6-step process; it is a supplement for the PSD (Principal Shopping District); the first step is the initiatory resolution and then the public hearing of necessity.

Mayor Dzurka said the PSD was supportive of this.

There was a discussion of:

- Number of parcels.
- \$10 increase per year.

Motion by Commissioner Gurski seconded by Commissioner Hyzer that the city commission adopt Resolution #17-2025 to Initiate the Principal Shopping District Special Assessment Project.

YAY: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

### 4. Principal Shopping District Special Assessment Renewal – Resolution #18-2025 for Public Hearing of Necessity

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Motion by Commissioner Gurski seconded by Commissioner DeLiso that the city commission adopt Resolution #18-2025 a Resolution to Hold a Public Hearing of Necessity on the Renewal of the Principal Shopping District Special Assessment.

There was a discussion of the notification process.

YAY: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

#### 5. Personnel Advisory Committee Report & Discussion

Mayor Dzurka said he and Vice Mayor Gurski met with Chad and Kristina in regard to salaries and wages. He thanked Anne for looking at our Charter and clarified our role as the commission. We need to work on policies and procedures on how we work on that for the commission when we move salaries.

Commissioner Gurski said the meeting with staff and Anne cleared everything up. We need to adopt a policy that makes sense.

Mayor Dzurka said he and Commissioner Hufnagel met as the Personnel Advisory Committee. They talked about suggestions they would like to bring forward to this body regarding a salary and wage study; terms of anticipated increase of overall healthcare expenditures and talk about what we are going to see.

City Manager Gamble said he appreciated the meetings and discussions regarding this very important topic. He discussed: impacts regarding increases in healthcare costs (best guess right now is a 44% increase); there is a cost component shared by employees; concern expressed by a few commissioners with regards to increases implemented last year; the graph he passed out; a wage study in the next fiscal year; he recommends a 3.5% rate increase across the board and it would help employees address increased healthcare costs.

Treasurer Kinde discussed our current insurance is no longer going to be offered (PHP/U of M Health); forced us into finding another plan; our current plan type is not offered (HSA/HRA); cost increase of closest plan with a similar benefit; union contracts; and we are trying to pick a plan closest to what we offer now to employees.

There was a discussion of:

- Options and whether we could offer different plans.
- 10 of our employees opt-out of our insurance.
- HSA & HRA.



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- Contributions.
  - Plan designs.
  - Total cost of increase.
  - Managing costs.
  - In our final year of the union contracts.
  - Our broker, Gallagher, and the insurance pool that we could take a look at for January (we can't join in July, has to be done on a calendar year basis).
  - Union contracts and what their annual wage increases were.

Mayor Dzurka discussed healthcare cost and employee out-of-pocket expenses; we are going to work on a wage study and it would probably take 6 months; he suggested for July 1 a 3% COLA, with no changes to salary ranges or bands; and for department heads and above do a 1.5% COLA to acknowledge their increase in healthcare.

Treasurer Kinde asked for a clarification about department heads.

Mayor Dzurka said level 10 and above on the wage scale would be the 1.5% COLA. He said if we need to make adjustments at the time of the wage study we can.

There was a discussion of:

- The wage study process.
- Put the cost in the 25/26 budget.
- Pension liability.
- Lansing Street.
- Saving for other future expenses.

City Manager Gamble said he understands the concerns over the salary increases; lacking the updated wage study, only a few employees are above the 80<sup>th</sup> percentile; to separate certain employees without justification is difficult; the ranges are inflated by COLA's from the 2017/18 wage study; and those employees (level 10 and above) are salary, not hourly.

Commissioner Hyzer asked about RFP's for a wage study.

City Manager Gamble said we will have the RFP ready for the June meeting of the commission.

Motion by Commissioner DeLiso seconded by Commissioner Gurski that the city commission direct staff to build the budget based on a 3% increase for employees; with the exception of those level 10 and above at 1.5%.

There was a discussion of what those 4 employees would cost us at a 3% COLA.

YAY: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

#### 6. City Manager Comments

City Manager Gamble discussed:

- Passed around information on Trap, Neuter, Release program.
- Update on Status of Urban Cooperative Agreement Between Bingham Township and City of St. Johns.
- SEPA Form Updates – Cognito form creation by SuAnn Prince – recognition.
- No Updates on Feiger V. City of St. Johns Lawsuit - discovery.
- Fantasy Forest 2.0 update
  - April 15, 2025, 11:00 a.m. Groundbreaking Ceremony – updates to follow.
- Wilson Center Update
  - Emergency Repairs to roof Complete – design finalized.
  - Dehumidification/mold removal on 2<sup>nd</sup> and 1<sup>st</sup> floors to begin soon.
  - City Construction Bidding of Unit #1, Common Space and City Office Improvements to commence in April/May.
- Park Facility Survey – Invaluable information used for upcoming P & R Master Plan Update.
- Recognition of Chief Kirk serving as use of force SME for Michigan Commission on Law Enforcement.
- Summary of Code Inspections and outstanding issues – proactively working to address concerns before they become blight.

#### 7. Commissioner Comments

Commissioner Hyzer said he appreciated the updates. He said he would appreciate receiving them electronically. He enjoyed the presentation from the ambulance tonight. He said they are an underappreciated service.

Commissioner DeLiso said he appreciated the lively debate.

Mayor Dzurka said he sent a brief survey from Eric and himself as we look to renew a contract with Chad. He asked for feedback in the next couple of weeks. He said there was a lot of information about open feeding and trap, neuter and return. He said the Planning Commission has addressed this, but if there are any suggestions, please let Eric, Chad or I know. He said he appreciated all the input this evening from both sides. He

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said he received a call today from County Chairperson Bruce DeLong. He is an advocate for doing something at Scott Road and M-21. He wants speed reductions. He said MDOT has turned this down. He discussed a traffic study. He did mention there may have been some conversations and expressing interest in a roundabout in the past.

Director Smith said MDOT denied that. He said there was criticism due to the number of trucks, maintenance, and the hazard. He said now we have the addition of the cheese plant traffic. We have looked at some narrowing like they have in Dewitt. He discussed some designs that were done.

City Manager Gamble MDOT's 5-year plan, planning and conceptual designs.

ADJOURNMENT

Motion by Commissioner Hyzer seconded by Commissioner Gurski that the meeting be adjourned.

YEA: Gurski, Dzurka, Hyzer, DeLiso

NAY: None

Motion carried.

The meeting was adjourned at 8:30 p.m.

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**March 24<sup>th</sup>, 2025**

<b>Department: Wastewater</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: Cintas Uniform Agreement Amendment</b>	<b>[X] Cintas Uniform Agreement</b>	<b>[X]</b>
<b>Prepared by: Jordan Whitford, Wastewater Supervisor</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** We were informed in late February about a minor update to our uniform contract language due to changes at the corporate level of Cintas. These changes only impact Section 1, "OMNIA Participating Public Agencies Terms," as Cintas has now partnered with a different OMNIA vendor. This adjustment is being applied across all Cintas contracts at the government level, not just the city's. With this amendment there were no changes to pricing or contract term lengths, and the contract expiration remains set for September 2027.

**BACKGROUND/DISCUSSION:** The uniform agreement with Cintas was renewed in 2022 for a 60-month term, marking the start of our second service term with the company. The DPS departments have been very satisfied with the service and reliability provided by Cintas.

**STRATEGIC PLAN OBJECTIVE:** N/A

**FISCAL IMPACT:** There is no fiscal impact for this update.

**RECOMMENDATION:** Staff recommends that the City Commission sign and approve the amended agreement from Cintas. The city attorney has reviewed the updated agreement and finds it legally sufficient.

# Workplace Solutions Cooperative Acceptance Agreement



Location #: 725  
Contract #: 210708027  
Customer #: 17607145

Main Corporate Code → 13897 GPO# 211011196 MLA# 211011348

Customer/Participating Agency: CITY OF ST. JOHNS

("Customer")

Date:

Phone:

Address: 1012 OLD US 27

City: ST. JOHNS

State: MI

Zip: 48879

## UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X381	CARHARTT 5-POCKET JEAN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0.350	\$24.300
X382	CARHARTT CARPENTER JEAN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0.350	\$26.550
X74533	CARHARTT RUGGED FLEX MEN'S WORK PANT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0.350	\$19.701
X912	CINTAS COVERALL	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0.309	\$56.000
X935	CINTAS MEN'S COMFORT SHIRT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0.210	\$24.291
X370	CINTAS MEN'S CARGO SHORT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0.360	\$28.791

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term"). <i>With an expiration date of 9/15/2027</i>				
Standard Name Emblem	\$ N/A	ea	Standard Agency Emblem	\$ N/A ea
Custom Agency Emblem	\$ N/A	ea	Embroidery	\$ N ea
Uniform Advantage	Item: X2			\$ 0.160 ea per week
Premium Uniform Advantage	Item: N/A			\$ N/A ea per week
Emblem Advantage	Item: X14			\$ 0.103 ea per week
Prep Advantage	Item: X7074			\$ 0.091 ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-up Charge	\$ N/A	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$ 0.150	per garment
Seasonal Sleeve Change	\$ N/A	per garment		
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$ N/A			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	TO INCLUDE SOLD-TO #17125730 (DPW) AND #17120785 (WATER PLANT)			

## WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X9312	1000 ML MOISTURIZING SOAP SERVICE	WEEKLY	ANY	\$2.209
X9025	CENTERPULL PAPER TOWEL REFILL	EOW	ANY	\$8.465
X84035	3X10 BLACK MAT	WEEKLY	ANY	\$4.867
X84335	3X5 BLACK MAT	WEEKLY	ANY	\$3.302
X1917	3X5 WELLNESS MAT	WEEKLY	ANY	\$4.557
X9304	DISPOSABLE PAPER CONTINUOUS ROLL TOWEL	WEEKLY	ANY	\$5.636

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: N/A	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item: N/A	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials:

Customer Initials:

**PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.**

## **OMNIA PARTICIPATING PUBLIC AGENCIES TERMS**

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
  - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
  - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
  - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
  - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.  
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
  - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
  - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

## **CINTAS GENERAL SERVICE TERMS SECTION**

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.  
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.

OG  
3/25/2025

Cintas Representative Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

\* The Five (5) Year Term of the Agreement is Deemed to Begin on Sept. 15, 2022 for the Purposes of Section 10.

- ★ 10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
  - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. **Customer Funding Source.** Customer must select the appropriate response below:  
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?  
☐ Yes ☐ No  
(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
13. **Additional Terms.** Customer must select the appropriate response below:  
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?  
☐ Yes, additional terms required ☐ No additional terms needed  
(If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

06  
3/25/2025

Cintas Location #:	Customer Signature:
By:	Print Name:
Title:	Print Title:
Accepted-GM:	Email:
Cintas Matrix Account <input type="checkbox"/> Yes <input type="checkbox"/> No	Customer Contact:
Cintas MAM Partners:	Customer Contact Email:

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_



# Accounts Payable Contact Billing Information



How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

**PAYER INFORMATION:** This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City:

ST/PROV:

ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

**BILL-TO INFORMATION:** This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address:

City:

ST/PROV:

ZIP/PC:

## WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

**PAYMENT TERMS:** Net 30 Standard

## PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials:

Customer Initials:

## UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]**WORKPLACE SERVICES PRODUCTS PRICING (cont.):**

Continued from page 1

[illegible]

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

LOCATION LISTING

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**April 28, 2025**

<b>Department: Public Services</b>	<b>Attachments: Michigan Paving and Materials Contract</b>	<b>Submitted to CA for Review</b>
<b>Subject: Michigan Paving and Materials Contract</b>	<b>[ X ] Michigan Paving and Materials Contract</b> [ ] [ ]	<b>[ X ]</b>
<b>Prepared by: Justin Smith, Director of Public Service</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** At the February 24, 2025 Commission meeting, the proposal from Michigan Paving and Materials was approved to complete all non-patch based paving activities paving through FY 28/29. The multiyear contract is presented for approval and signature by the Mayor.

**BACKGROUND/DISCUSSION:** n/a

**STRATEGIC PLAN OBJECTIVE:** The 2025 Street Millage Improvement Project and other paving projects reflect the priorities of residents, who have expressed a strong desire for street improvements. Street improvements remain crucial to trying to maintain, as best we can with current funding, the conditions of our road infrastructure.

**FISCAL IMPACT:** Funds for street improvements can come from multiple sources including but not limited to the street millage and Act 51. The funding for individual projects will be designated at the time of the project contract.

**RECOMMENDATION:** City staff recommends the City Commission approve the contract with Michigan Paving and Materials for all non-patch based paving operations/projects through the FY 28/29 fiscal year. The referenced contract was reviewed and deemed legally sufficient.

To: All Bidders

Bid Date: 02/06/2025

Estimator: Aaron Downing

Project: 2025 St. Johns Streets

Bid Item	Description	Quantity	Unit	Unit Price	Ext Price
10	Mobilization 1 lump sum	1.000	LS	\$30,000.00	\$30,000.00
20	Curb & Gutter Rem. Ft	4,047.000	FT	\$ 10.00	\$40,470.00
30	Pavt. Rem syd	311.000	SYD	\$ 15.00	\$4,665.00
40	Sidewalk removal syd	531.000	SYD	\$ 15.00	\$7,965.00
50	Excavation earth cyd	0.000	CYD	\$ 15.00	\$ 0.00
60	Subgrade undercut cyd	0.000	CYD	\$ 30.00	\$ 0.00
70	Agg Base 6"	0.000	SYD	\$ 10.00	\$ 0.00
80	HMA crush & Shape syd	10,400.000	SYD	\$ 2.50	\$26,000.00
90	Salvage gravel surplus cyd	240.000	CYD	\$ 20.00	\$4,800.00
100	Salvage crushed cyd	0.000	CYD	\$ 10.00	\$ 0.00
110	Driveway maintenance syd	54.000	SYD	\$ 20.00	\$1,080.00
120	approach ci 6" syd	450.000	SYD	\$ 8.00	\$3,600.00
130	Schld 6"	0.000	TON	\$ 8.00	\$ 0.00
140	Trenching sta	0.000	STA	\$ 100.00	\$ 0.00
150	Culv CIF 12"	0.000	FT	\$ 65.00	\$ 0.00
160	Sewer Tap 4"	0.000	EA	\$ 300.00	\$ 0.00
170	Dr. Structure cover adj	5.000	EA	\$ 400.00	\$2,000.00
180	Dr. Structure tap 4"	0.000	EA	\$ 300.00	\$ 0.00
190	Dr. Structure lowering	5.000	EA	\$ 200.00	\$1,000.00
200	Underdrain 4" ft	0.000	FT	\$ 10.00	\$ 0.00
210	Pavt. Cleaning 1 lump sum	1.000	LS	\$7,500.00	\$7,500.00
220	Cold milling syd	15,100.000	SYD	\$ 2.30	\$34,730.00
230	HMA surface removal syd	0.000	SYD	\$ 10.00	\$ 0.00
240	Hand patching ton	0.000	TON	\$ 250.00	\$ 0.00
250	HMA 13A ton	5,050.000	TON	\$ 85.00	\$429,250.00
260	HMA Approach ton	12.000	TON	\$ 200.00	\$2,400.00
270	Cold milling conc pavt syd	0.000	SYD	\$ 3.45	\$ 0.00
280	Driveway 6" syd	450.000	SYD	\$ 50.85	\$22,882.50
290	Curb & Gutter F-4 ft	4,047.000	FT	\$ 24.80	\$100,365.60
300	Detectable warning surface	47.000	FT	\$ 50.00	\$2,350.00
310	Curb Ramp opening	23.000	SFT	\$ 25.00	\$ 575.00
320	Sidewalk 4" sq ft	4,715.000	SFT	\$ 4.80	\$22,632.00
330	Sidewalk 6"	0.000	SFT	\$ 5.30	\$ 0.00
340	curb ramp 6"	0.000	SFT	\$ 6.30	\$ 0.00
350	Barricades type 3	72.000	EA	\$ 87.00	\$6,264.00
360	Restoration of greenspace syd	1,000.000	SYD	\$ 8.00	\$8,000.00
370	Flowable fill syd	5.000	SYD	\$ 100.00	\$ 500.00
380	Dust pallative applied	0.000	GAL	\$ 600.00	\$ 0.00
390	Minor traf. Devices 1 lump sum	1.000	LS	\$22,410.00	\$22,410.00

400	Plastic drum furn	100.000	EA	\$ 22.80	\$2,280.00
410	Plastic drum oper	100.000	EA	\$ 1.20	\$ 120.00
420	Sign typ B furn	100.000	SFT	\$ 3.00	\$ 300.00
430	Sign typ B Oper	100.000	SFT	\$ 0.42	\$ 42.00
440	Water valve adj	0.000	EA	\$ 300.00	\$ 0.00
450	Water service adj	0.000	EA	\$ 300.00	\$ 0.00
460	Sanitary Structure Adj	5.000	EA	\$ 500.00	\$2,500.00
<b>Grand Total:</b>					<b>\$786,681.10</b>

We offer to furnish necessary labor and materials to do the above work in accordance with the above specifications and the Terms and Conditions listed on the following page of this document for the above sum.

Signed: \_\_\_\_\_ (Michigan Paving and Materials Company Representative)  
 Aaron Downing, Estimator

- The prices quoted above may be subject to change if not accepted within 10 days from the date hereof. Final acceptance by Michigan Paving & Materials Company is subject to the approval of the Division Manager.

### ACCEPTANCE

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The Terms & Conditions are understood and accepted. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted by Michigan Paving and Materials Co: \_\_\_\_\_ date \_\_\_\_\_ Signature/Title  
 Accepted by Customer: \_\_\_\_\_ date \_\_\_\_\_ Signature/Title

- By initialing, Customer acknowledges and accepts the Terms and Conditions stated on pg 2 of this document. \_\_\_\_\_ initials

## TERMS & CONDITIONS

- 1) Entirety – This agreement contains the entire agreement of the parties hereto and shall supersede all previous oral & written agreements and all contemporaneous negotiations, commitments and understandings. This agreement may be modified only by written instrument duly executed by each party hereto.
- 2) Thickness – All descriptions of paving thickness in this proposal are referred to as average thickness. Variation in sub-base and technical limitation may result in variation in thickness. We warrant sufficient material will be used on the project to result in the average thickness stated.
- 3) Property Lines – The customer shall establish and designate property lines and shall be obligated to pay for work performed as ordered in the event said work results in trespass on other property. Customer shall also be responsible for any damage caused by the owner of such other property.
- 4) Delays – Contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of Contractor. The contractor shall complete the project as weather and schedule permit.
- 5) Permits – Customer shall acquire and pay for any and all permits or assessments if they are required. Upon acceptance, a legal description of the property improvement and/or a notice of Commencement shall be provided to Contractor prior to start of work.
- 6) Wet or Unstable Grade – No materials will be placed on wet or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract.
- 7) Reproduction Cracks – When resurfacing concrete, brick or asphalt pavements, Contractor is not responsible for the reproduction of cracks or expansion joints which occur.
- 8) Minimum Grade – Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If Customer directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over ¼ inch will be filled.
- 9) Underground Structures – It is Customer's responsibility to advise Contractor of the existence and location of all underground structures such as sewers, water and gas line, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering same, or otherwise, shall be paid by Customer.
- 10) Soil Conditions – Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Customer.
- 11) Tree Roots – Contractor shall not be responsible for damage to trees occasioned by the removal of tree roots in preparing the roadbed, nor shall Contractor be obligated to remove damaged or destroyed trees.
- 12) Timely Payment – As stated above, payment in full is due upon completion of the job. Interim billings for partial performance are due and payable thirty (30) days after presentment of said billings. Customer agrees to pay interest at the rate of 1 ½% per month on any amount due Contractor with said interest to start accruing thirty (30) days after presentation to Customer of a billing for work performed and/or expenses incurred by Contractor. This interest is an annual rate of 18%. Contractor may, upon written notice to Customer, terminate this contract when for a period of five (5) days after payment is due, as provided herein, Customer fails to make said payment or payments. On such termination, Contractor may recover from Customer payment for all work completed and for any loss sustained by Contractor for materials, etc., to the extent of actual loss thereon, plus loss on a reasonable profit.
- 13) Unit Prices – The quantities and units stated in this proposal are estimates and unless otherwise stated, this is a unit price proposal. Actual 'as built' quantities shall be paid for at their respective unit prices.
- 14) Acceptance – The paving shall be deemed accepted by Customer at such time as the paving is opened for travel and parking. If for any reason the wearing course is not placed prior to opening to the public, Customer shall be responsible for the cost of repair.
- 15) Hidden Objects – Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne by Customer and the Contractor shall be reimbursed accordingly. Contractor assumes no responsibility for discovery or removal of materials that may be contaminated or hazardous.
- 16) Zoning Requirement/Other Regulations – Contractor assumes no responsibility for determining whether Customer has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, Customer shall, nevertheless, be obligated to pay for the work as ordered.
- 17) Stockpiling Materials – Contractor shall be permitted to stockpile materials and park equipment necessary to the performance of the work, on the Customer's property adjacent to the site of the work, without cost.
- 18) Carports – Asphalt paving must be placed prior to the building of carports or the placing of asphalt curb.
- 19) Force Majeure – Contractor shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockade, embargo, labor dispute, strike, or lockout. Customer will not have a right to terminate this Agreement in such circumstances.
- 20) Fine Grading – Contractor is responsible for fine grading base unless otherwise list as option and accepted.
- 21) Operator Engineers 324 Union – Michigan Paving & Materials Company is not responsible for providing any fringe benefit payments on behalf of our operators to Operator Engineer 324 Union or to the prime contractor. Furthermore, all Operator Engineer 324 Union references will be removed from the subcontract.

### MAINTENANCE GUARANTEE

This pavement is guaranteed against failure due to improper workmanship or materials for a period of ( 1 ) year(s) after construction unless otherwise stated herein. Use of a pavement for a purpose other than the disclosed and intended use, or by heavier traffic than disclosed will void this guarantee. It is understood that this guarantee does not cover damage caused by intentional or accidental excavation, fire, flood, gasoline, oil, chemicals, subsurface water, overloading or other misuse. Failure of the Customer to conform to the requirements of timely payment as stipulated in the Terms & Conditions will void this guarantee. This guarantee does not apply to first or intermediate stages of construction. Asphalt bases are not guaranteed. This guarantee starts when the final wearing surface is placed and the pavement structure is brought up to full design strength.



**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**April, 28, 2025**

<b>Department: Administration</b>	<b>Attachments:</b>
<b>Subject: <i>National Night Out Donation Request</i></b>	[ ] n/a [ ] [ ]
<b>Prepared by: April Lech, Police Department Office Manager</b>	<b>Approved by: Chad A. Gamble, P.E. City Manager</b>

**SUMMARY/HIGHLIGHT:** Each year on the first Tuesday in August, the Police Department hosts a community National Night Out event. This event has always been free for the public to attend. In order to have a successful event, we request local businesses to join us as sponsors.

**BACKGROUND/DISCUSSION:** Each summer the Police Department sends out letters to local businesses soliciting donations for our annual National Night Out event. We request donations of food items as well as monetary donations to help pay for the inflatables and other activities for the evening. This event would not be successful each year without the generous donations from our local businesses and volunteers from service groups. As is well known, National Night Out is a one of the City's most attended community event. We provide everything for our local families to have a free night out.

**STRATEGIC PLAN OBJECTIVE:** N/A

**FISCAL IMPACT:** A portion of the funds for this event are included in the Police Department budget under the Community Promotion line item. The remaining funds are raised through sponsorships and donations.

**RECOMMENDATION:**

*Staff recommends the City Commission approve the solicitation of donations to help fund the Police Department's National Night Out event, per the City Donation Policy.*

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**April 28, 2025**

<b>Department: Administration</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Fire Service Agreement Renewals</i></b>	<b>[ X ] Greenbush Fire Service Agreement</b> <b>[ X ] Bengal Township Fire Service Agreement</b> <b>[ X ] Bingham Township Fire Service Agreement</b> <b>[ X ] Fire Allocation Agreement</b>	<b>[ X ]</b> <b>[ X ]</b> <b>[ X ]</b> <b>[n/a]</b>
<b>Prepared by: Chad A. Gamble, P.E., City Manager</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** Several representatives of the City met with our regional fire service partners, Bengal, Greenbush and Bingham Townships, on November 14, 2024. We met to have a general discussion of our fire service agreement and the general success and overall operational improvements that the St. Johns Fire Department has accomplished. We discussed the ever-increasing cost of delivering this service to our valued customers and had an open and frank discussion of the value of this service, its necessity, and the City's goals of keeping this service cost-effective to all.

After this meeting a methodology was developed to equitably calculate the cost to our partners for providing fire service. These updated costs and minor changes to the language of the agreements are now being presented to the Commission for review and approval.

**BACKGROUND/DISCUSSION:** The City recently made changes to ensure transparency when discussing our fire service and related expenditures to our regional partners. One of these changes was to place all fire department charges into their own sub-fund within the general fund. This new fund will be able to track all charges in a very easy and efficient manner so that all charges going into the Fire Department can be viewed clearly and transparently.

As we begin this new chapter in the Fire Department, the City has scrubbed the cost allocation agreement as we generally discussed in the meeting last year. Attached you will find a Fire Service Agreement Cost Allocation Proposed Township Breakdown. This breakdown shows several different ways to establish a fair and consistent way to charge for the fire service that we are proud to offer the region. We evaluated and compared run numbers, SEV, and population to obtain a firm, fair, and consistent way to share the costs of this important service to the region. One addition to the financial calculation was to add a small component of the capital costs demands that are placed on the department.

**STRATEGIC PLAN OBJECTIVE:** Included in the Master Plan document is a section that identifies key areas around the city that require joint planning efforts. The maintenance of the rural fire service agreements works to keep valuable regional relationships intact and leverage partnerships to make the delivery of fire service more cost effective to all parties.

**FISCAL IMPACT:** The successful negotiations with our three partners in the rural fire service agreement has led to increased information sharing and the establishment of additional revenues to support the funding of our first full time Fire Chief. The collective increases in the three agreements will yield an additional revenue to the city of \$41,400. This revenue is detailed in the attached Fire Allocation document.

**RECOMMENDATION:** That the City Commission approval each of the three proposed Rural Fire Service Agreements between the City of St. Johns and Bingham, Greenbush and Bengal Townships.

## **RURAL FIRE AND RESCUE RUN AGREEMENT**

**THIS AGREEMENT**, effective the 8<sup>th</sup>-1st day of ~~February~~April, ~~2017~~2025, at ~~6:00~~p.m., by and between the **CITY OF ST. JOHNS**, a municipal corporation, of the County of Clinton, State of Michigan, hereinafter referred to as the “city” and **GREENBUSH TOWNSHIP**, Clinton County, Michigan, a body corporate, hereinafter referred to as the “township” (collectively the “Parties”);

WHEREAS, pursuant to the Urban Cooperation Act, Public Act No. 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 et seq. (“Act 7”), the Parties may make intergovernmental agreements to provide for municipal services, including firefighting; and

WHEREAS, the city maintains a fire department, with headquarters located at 109 E State Ste, St Johns, MI 48879; and

~~WHEREAS, the City and the Township understand the importance of regional cooperation in obtaining certain efficiencies in good government; and~~

~~WHEREAS, the City and Township intend to seriously explore a joint effort in provided fire suppression and related services to the geographic areas each governmental unit serves; and~~

**WHEREAS**, the township has applied to the **CITY OF ST. JOHNS** for the extension of fire-fighting service, HAZMAT spill service, and rescue “jaws of life” service to the township by the **ST. JOHNS FIRE DEPARTMENT**, and the city and township agree, for the common public good and interest, that fire-fighting service, HAZMAT spill

service, and rescue “jaws of life” service (excluding Medical First Responders, or “MFR”) be rendered to the township, by the city, under the following terms and conditions.

In consideration of the mutual covenants and conditions hereinafter set forth, the city and the township agree as follows:

1. The city will furnish to all of the inhabitants and property owners located within all of **GREENBUSH TOWNSHIP**, the same degree of fire protection service, HAZMAT spill service, and rescue “jaws of life” service, as is furnished to the inhabitants and property owners within the city, subject to the limitations hereinafter set forth.

2. The city fire department will respond to fire calls in the township in the same manner as it responds to such calls within the city. It is mutually understood and agreed, however, that the city has agreements for mutual assistance with other fire departments and has fire protection responsibilities within the city limits. It is further understood and agreed the city may be called upon to handle two or more fires at the same time. In the event of multiple fires, the St. Johns Fire Chief or his designee shall have full authority and discretion regarding the assignment and dispersement of men and equipment, including the transfer of men and equipment from one fire to another, if, in his judgment, it is necessary. The decision of the Fire Chief, or his designee, in such case shall be final and no person shall have or make any claim against the city by reason of any loss or damage resulting from the exercise of said judgment and discretion. The fire department service to be provided in the case of fires is limited to the use by the city fire department of mobile fire-

fighting apparatus of the department. The city shall not be obligated to provide fire hydrants, inspection services or other services not provided for in this Agreement, whether or not such services may be provided within the city. Upon request, the City will review any site plans which require determinations regarding adequate fire suppression for a structure or facility.

3. The HAZMAT spill service to be provided shall involve a reduced number of fire department personnel and a reduced allocation of equipment--typically one vehicle--and shall be furnished and implemented only under the following limited terms and conditions:

- (a) Only police officers, sheriff deputies or other authorized personnel, as designated by the St. Johns City Manager and/or the Fire Chief, or his designee, shall be able to call out the HAZMAT spill service. Any call received from private individuals for this service shall be treated as a regular fire run call.
- (b) If there is any flame, fire, or smoke, regardless of degree or intensity, the event will be treated for all relevant purposes as a fire run. If, at any time en route to, or at the HAZMAT spill location, there becomes evidence of smoke or fire, the fire department official in charge of the HAZMAT spill run shall request a regular fire run.

- (c) If, at any other time, or for any reason in his discretion, the fire department command personnel at the HAZMAT spill feels a regular fire run is necessary for the protection of public safety, welfare, or property, he may call a regular fire run.

4. Vehicle fires, whether upon the public roads or on private property in the township, are expressly covered within this Agreement. By the next city working day after such vehicle fire, the city shall endeavor to notify the township clerk by telephone of such vehicle fire and of the information concerning said vehicle which the fire department has obtained. This same information shall be forwarded to the township clerk in writing for record-keeping and reimbursement purposes. Failure of the city to give such notice shall not relieve the township of the responsibility of paying to the city the fees set forth herein.

5. The rescue runs to be furnished by the city to the township shall be made under the following specific agreements and limitations:

- (a) Only police officers, sheriff deputies, fire department personnel, or other authorized personnel, as designated by the St. Johns City Manager or the Fire Chief, or his designee, shall have the authority to call out the rescue unit.
- (b) When the rescue unit has been dispatched and called out as set forth herein, the rescue unit must be accompanied by and will be dispatched only in conjunction with an ambulance service, which ambulance service must



provide properly trained attendants. The rescue agreement set forth herein shall have no effect on present mutual aid agreements for fire-fighting.

6. The City fire department will also respond to all confirmed cardiac arrests.

7. It is understood and agreed that the purpose of this agreement is to suppress the spread of fire and to protect the public against loss of life and/or property resulting therefrom. Payments made to the city by the township as hereinafter provided are for the purpose of providing for this service and defraying a portion of the expense of maintaining the city's fire department for fire suppression and other emergency services.

8. It is agreed that while providing said fire department service, the city is acting in a governmental capacity at all times, and shall not be liable, in damages, for any injury to persons or property resulting therefrom, nor shall the city be liable for any loss which the township, or any property owner therein, may sustain by reason of any act, or failure to act, on the part of the city. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Act 170 of 1964, Act 7, or otherwise.

~~The foregoing shall not be construed to limit the city's liability if the city, or any of its agents, acts in a manner outside the scope of its governmental tort immunity while performing the services provided for by this Agreement.~~

9. It is further understood and agreed that if the city shall be unable to perform, or be impaired in performing its covenants herein, because of a strike or other labor trouble,

fire, tornado, flood, embargo, shortage of equipment, material or labor, preparation for war, insurrection, civil commotion, governmental regulation (other than by the CITY OF ST. JOHNS) or other act of God, or cause beyond the control of the city, such non-performance or impaired performance shall not impose any liability or responsibility whatsoever upon the city, nor shall such condition void this agreement.

101. In consideration of the agreements herein contained and of the services to be rendered by the city, GREENBUSH township agrees to pay the **CITY OF ST. JOHNS** the annual sum of ~~FORTY EIGHTY SEVENSIXTY THOUSAND EIGHT HUNDRED AND SIXTEEN DOLLARS AND~~ and SIXTY EIGHT CENTS (\$40,000.0087,816.68) ~~DOLLARS,~~ said sum to be paid quarterly, one-quarter thereof, ~~TEN THOUSAND~~ TWENTY ONE THOUSAND NINE HUNDRED AND FIFTY FOUR DOLLARS AND SEVENTEEN CENTS ~~FIFTEEN THOUSAND (\$10,000.0021,954.1715,000)~~ DOLLARS, on ~~July 1, October 1, January 1, and on April 1,~~ April 1, 2025, July 1, 2025, October 1, 2025 and January 1, 2026. In the first year of this contract, and for any subsequent years thereafter, the annual sum of ~~\$40,000.0087,816.68~~ 60,000.00 will be adjusted based on any year-to-year increase in the Consumers Price Index. If such increase is indicated based on CPI, the city will notify the township in writing of said increase at the time of the first quarterly billing for that contract year.

The city shall bill the township for each quarterly installment as above set forth, which statement shall be paid within thirty (30) days after receipt of such billing.

112. It is further understood and agreed that in cases of rescue runs, pursuant to the conditions set forth above, the within contract shall have no effect, nor impose any obligation on behalf of the city, for the cost or expenses of any duly authorized ambulance service called in conjunction with the rescue run. The cost of such ambulance service in conjunction with the rescue run shall be as billed by the ambulance service to the individual or entity being served by the ambulance service.

123. This is a ~~four~~ three-year contract ~~which will renew automatically for succeeding four year terms~~ beginning on April 1, 2025 and terminating on April 1, 2028. ~~This Agreement may be renewed for additional three year terms upon mutual written agreement of both parties.~~ Except for expiration of the agreement as provided herein, or due to a material breach by either party, this agreement may not be terminated except by appropriate notice (see para. 14, below) or the express written mutual agreement of the parties.

134. At any point dDuring any term of this agreement, either party may, upon provision of a minimum of ~~twenty-four~~twelve (2412) months written advance notice to the other party as specified below, terminate this agreement. After said notice, the agreement will continue in full force and effect to the end of the operative term, or for a minimum of twenty-four (24) months, whichever is longer. This agreement cannot be terminated without such notice, unless for material breach of the contract by a party. In the event of such notice, the city shall continue to provide the services specified in this agreement up

to and through the specified date of termination. Beyond any such specified date of termination, the city shall have no obligation to provide, nor any liability from not providing, the services specified in this agreement. The township shall be responsible in the event of such termination for the payment of services provided up to and through the date of termination of services on a daily pro-rated basis of the annual fee noted above. The city shall bill the township for this amount, which shall be due and payable no later than thirty (30) days beyond the date of the termination of services. Any refund that may be due the township shall be handled in a like manner.

145. Notices provided for in this agreement shall be by certified mail to the addresses provided herein, as may be updated from time to time upon written notice to the other party. Notices shall be sent to the city manager and city clerk, if from the township, and to the Supervisor and township clerk, if from the city.

156. Upon default, including nonpayment of any payments due under this Agreement, the non-defaulting party may pursue any and all remedies provided by law or equity. The prevailing party in any action to enforce this Agreement or to obtain legal or equitable relief for a default under this Agreement shall be entitled to recover its attorney fees and costs from the other party. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

~~161~~167. General Provisions.

- (a) Governing Law. This Agreement shall be interpreted under the laws of the State of Michigan.
- (b) Assignment. Neither party may assign this Agreement, or the rights hereunder, without the prior written consent of the other party.
- (c) Entire Agreement. This Agreement sets forth the entire agreement between the township and the city with respect to the subject matter of this Agreement.
- (d) Modification. This Agreement may not be modified or amended except by a written Agreement signed on behalf of the township and the city.
- (e) City employees shall not be deemed to be employees of township, and township employees shall not be deemed employees of city. Nothing in this Agreement shall be construed to create a contract for employment under any circumstance.
- (f) The Parties shall maintain general liability insurance for the term of this Agreement and any extensions thereof.
- (g) To the fullest extent permitted by law, the Parties agree to hold each other harmless against any claims brought or actions filed against either party for injury to, death of, or damage to the property of any persons arising from the fire services provided under this Agreement.

(h) This is an agreement for services. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint authority, joint venture, or joint enterprise between the parties outside of their authority to contract for services pursuant to Act 7.

(i) If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever and this Agreement shall otherwise remain in full force and effect.

(j) No person or entity, apart from city and township as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

~~(d)~~

~~(e)~~(k) Validity. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

**CITY OF ST. JOHNS**

A Municipal Corporation

P.O. Box 477

St. Johns, Michigan 48879-0477

(989) 224-8944

Signed: \_\_\_\_\_, 2025

\_\_\_\_\_  
**SCOTT DZURKA, Mayor**

\_\_\_\_\_  
**MINDY J. SEAVEY, Clerk**

**GREENBUSH TOWNSHIP**

A Body Corporate

Signed: \_\_\_\_\_, 2025

\_\_\_\_\_  
**LEE THELEN, Supervisor**

3077 W. Hyde Rd

St. Johns, Michigan 48879

(989) 640-0516

\_\_\_\_\_  
**RAMONA SMITH, Clerk**

3215 E Marshall Rd

Elsie, MI 48831

(989) 224-3993

## **RURAL FIRE AND RESCUE RUN AGREEMENT**

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of ~~July~~April, ~~2022~~2025, by and between the **CITY OF ST. JOHNS**, a municipal corporation, of the County of Clinton, State of Michigan, hereinafter referred to as the “city” and **BENGAL TOWNSHIP**, Clinton County, Michigan, a body corporate, hereinafter referred to as the “township” (collectively the “Parties”);

**WHEREAS**, pursuant to the Urban Cooperation Act, Public Act No. 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 et seq. (“Act 7”), the Parties may make intergovernmental agreements to provide for municipal services, including firefighting; and

**WHEREAS**, the city maintains a fire department, with headquarters located at 109 E State Ste, St Johns, MI 48879; and

**WHEREAS**, the township has applied to the **CITY OF ST. JOHNS** for the extension of fire-fighting service, gasoline wash downs, and rescue service to the township by the **ST. JOHNS FIRE DEPARTMENT**, and the city and township agree, for the common public good and interest, that fire-fighting service, gasoline wash downs, and rescue service be rendered to the township, by the city, under the following terms and conditions.

In consideration of the mutual covenants and conditions hereinafter set forth, the city and the township agree as follows:



1. The city will furnish to all of the inhabitants and property owners located within all of **BENGAL TOWNSHIP** located East of Francis Road (the “Service Area”), the same degree of fire protection service, gasoline wash down service, and rescue service, as is furnished to the inhabitants and property owners within the city, subject to the limitations hereinafter set forth.

2. The city fire department will respond to fire calls in the Service Area in the same manner as it responds to such calls within the city. It is mutually understood and agreed, however, that the city has agreements for mutual assistance with other fire departments and has fire protection responsibilities within the city limits. It is further understood and agreed the city may be called upon to handle two or more fires at the same time. In the event of multiple fires, the St. Johns Fire Chief or his designee shall have full authority and discretion regarding the assignment and dispersment of men and equipment, including the transfer of men and equipment from one fire to another, if, in his judgment, it is necessary. The decision of the Fire Chief, or his designee, in such case shall be final and no person shall have or make any claim against the city by reason of any loss or damage resulting from the exercise of said judgment and discretion. The fire department service to be provided in the case of fires is limited to the use by the city fire department of mobile fire-fighting apparatus of the department. The city shall not be obligated to provide fire hydrants, inspection services or other services not provided for in this Agreement, whether or not such services may be provided within the city. In the

event the city fire department is unable to furnish such fire services because of lack of available manpower and/or equipment, no liability shall result to city.

3. The gasoline wash down service to be provided shall involve a reduced number of fire department personnel and a reduced allocation of equipment--typically one vehicle--and shall be furnished and implemented only under the following limited terms and conditions:

- (a) Only police officers, sheriff deputies or other authorized personnel, as designated by the St. Johns City Manager and/or the Fire Chief, or his designee, shall be able to call out the gasoline wash down service. Any call received from private individuals for this service shall be treated as a regular fire run call.
- (b) If there is any flame, fire, or smoke, regardless of degree or intensity, the event will be treated for all relevant purposes as a fire run. If, at any time en route to, or at the wash down location, there becomes evidence of smoke or fire, the fire department official in charge of the wash down run shall request a regular fire run.
- (c) If, at any other time, or for any reason in his discretion, the fire department command personnel at the wash down feels a regular fire run is necessary for the protection of public safety, welfare, or property, he may call a regular fire run.

4. Vehicle fires, whether upon the public roads or on private property in the Service Area, are expressly covered within this Agreement. By the next city working day after such vehicle fire, the city shall endeavor to notify the township clerk by telephone of such vehicle fire and of the information concerning said vehicle which the fire department has obtained. This same information shall be forwarded to the township clerk in writing for record-keeping and reimbursement purposes. Failure of the city to give such notice shall not relieve the township of the responsibility of paying to the city the fees set forth herein.

5. Department services shall include the service of a rescue run and the use of the Jaws of Life apparatus, if necessary, within the Service Area. The rescue runs to be furnished by the city to the township shall be made under the following specific agreements and limitations:

- (a) Only police officers, sheriff deputies, fire department personnel, or other authorized personnel, as designated by the St. Johns City Manager or the Fire Chief, or his designee, shall have the authority to call out the rescue unit.
- (b) When the rescue unit has been dispatched and called out as set forth herein, the rescue unit must be accompanied by and will be dispatched only in conjunction with an ambulance service, which ambulance service must

provide properly trained attendants. The rescue agreement set forth herein shall have no effect on present mutual aid agreements for fire-fighting.

6. It is understood and agreed that the purpose of this agreement is to suppress the spread of fire and to protect the public against loss of life and/or property resulting therefrom. Payments made to the city by the township as hereinafter provided are for the purpose of providing for this service and defraying a portion of the expense of maintaining the city's fire department for fire suppression and other emergency services.

7. It is agreed that while providing said fire department service, the city is acting in a governmental capacity at all times, and shall not be liable, in damages, for any injury to persons or property resulting therefrom, nor shall the city be liable for any loss which the township, or any property owner therein, may sustain by reason of any act, or failure to act, on the part of the city. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Act 170 of 1964, Act 7, or otherwise.

8. It is further understood and agreed that if the city shall be unable to perform, or be impaired in performing its covenants herein, because of a strike or other labor trouble, fire, tornado, flood, embargo, shortage of equipment, material or labor, preparation for war, insurrection, civil commotion, governmental regulation (other than by the CITY OF ST. JOHNS) or other act of God, or cause beyond the control of the city,

such non-performance or impaired performance shall not impose any liability or responsibility whatsoever upon the city, nor shall such condition void this agreement.

9. In consideration of the agreements herein contained and of the services to be rendered by the city, Bengal township agrees to pay the **CITY OF ST. JOHNS** the annual sum of ~~FIVE SEVEN SEVEN ELEVEN~~ THOUSAND ~~EIGHT HUNDRED EIGHT HUNDRED~~ (~~\$71157,800.00~~) DOLLARS, said sum to be paid quarterly, one-quarter thereof, ~~FOURTEEN NINETEEN TWELVENINETEEN~~ HUNDRED FIFTY (~~\$1,4250950.00~~) DOLLARS, on April 1, 2025, July 1, 2025, October 1, 2025 and January 1, 2026 ~~July 1, 2022, October 1, 2022, January 1, 2023, and April 1, 2023~~. In the first year of this contract, and for any subsequent years thereafter, the annual sum of \$7,811,000 will be adjusted based on any year-to-year increase in the Consumers Price Index. If such increase is indicated based on CPI, the city will notify the township in writing of said increase at the time of the first quarterly billing for that contract year. Additionally, the township will pay for each fire run as follows: **\$1,000.00 (one thousand dollars)** for the first two hours of fire suppression service and **\$500 (five hundred dollars)** for each hour thereafter.

The city shall bill the township for each quarterly installment as above set forth, which statement shall be paid within thirty (30) days after receipt of such billing. The city shall additionally bill the township following each fire run, which payment shall be made to the city by the township within thirty (30) days of billing.

10. It is further understood and agreed that in cases of rescue runs, pursuant to the conditions set forth above, the within contract shall have no effect, nor impose any obligation on behalf of the city, for the cost or expenses of any duly authorized ambulance service called in conjunction with the rescue run. The cost of such ambulance service in conjunction with the rescue run shall be as billed by the ambulance service to the individual or entity being served by the ambulance service.

11. This is a ~~onethree~~three-year contract beginning on April 1, 2025 and will expire on April 1, 2028 which will renew automatically for succeeding four year terms. This Agreement may be renewed for additional three-year terms upon mutual written agreement of both parties. Other than due to expiration of the agreement as provided above, or due to a material breach by either party, this agreement may not be terminated except by the express written ~~agreement-notice~~ of either party as provided in paragraph 12 or express written mutual agreement of the parties.

12. At any point during the term of this agreement, either party may, upon provision of a minimum of four (4) months written advance notice to the other party as specified below, terminate this agreement. This agreement cannot be terminated without such notice, unless for material breach of the contract by a party. In the event of such notice, the city shall continue to provide the services specified in this agreement up to and through the specified date of termination. Beyond any such specified date of termination, the city shall have no obligation to provide, nor any liability from not providing, the

services specified in this agreement. The township shall be responsible in the event of such termination for the payment of services provided up to and through the date of termination of services on a daily pro-rated basis of the annual fee noted above. The city shall bill the township for this amount, which shall be due and payable no later than thirty (30) days beyond the date of the termination of services. Any refund that may be due the township shall be handled in a like manner.

13. Notices provided for in this agreement, including early termination pursuant to paragraph ~~13~~12, shall be by certified mail to the addresses provided herein, as may be updated from time to time upon written notice to the other party. Notices shall be sent to the city manager and city clerk, if from the township, and to the Supervisor and township clerk, if from the city.

14. Upon default, including nonpayment of any payments due under this Agreement, the non-defaulting party may pursue any and all remedies provided by law or equity. The prevailing party in any action to enforce this Agreement or to obtain legal or equitable relief for a default under this Agreement shall be entitled to recover its attorney fees and costs from the other party. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

15. General Provisions.

- (a) Governing Law. This Agreement shall be interpreted under the laws of the State of Michigan.
- (b) Assignment. Neither party may assign this Agreement, or the rights hereunder, without the prior written consent of the other party.
- (c) Entire Agreement. This Agreement sets forth the entire agreement between the township and the city with respect to the subject matter of this Agreement.
- (d) Modification. This Agreement may not be modified or amended except by a written Agreement signed on behalf of the township and the city.
- (e) City employees shall not be deemed to be employees of township, and township employees shall not be deemed employees of city. Nothing in this Agreement shall be construed to create a contract for employment under any circumstance.
- (f) The Parties shall maintain general liability insurance for the term of this Agreement and any extensions thereof.
- (g) To the fullest extent permitted by law, the Parties agree to hold each other harmless against any claims brought or actions filed against either party for injury to, death of, or damage to the property of any



persons arising from the fire services provided under this Agreement.

- (h) This is an agreement for services. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint authority, joint venture, or joint enterprise between the parties outside of their authority to contract for services pursuant to Act 7.
- (i) If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever and this Agreement shall otherwise remain in full force and effect.
- (j) No person or entity, apart from city and township as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

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

**CITY OF ST. JOHNS**

A Municipal Corporation

P.O. Box 477

St. Johns, Michigan 48879-0477

(989) 224-8944

Signed: \_\_\_\_\_, 2025

\_\_\_\_\_  
**SCOTT DZURKA, Mayor**

\_\_\_\_\_  
**MINDY J. SEAVEY, Clerk**

**BENGAL TOWNSHIP**

A Body Corporate

Signed: \_\_\_\_\_, 2025

\_\_\_\_\_  
**NICHOLAS McDONALD, Supervisor**

6040 West Walker Rd

St. Johns, Michigan 48879

(517) 819-6127

\_\_\_\_\_  
**SHARON BASSETTE, Clerk**

800 South US 27, #124

St. Johns, Michigan 48879

(989) 640-4750

## RURAL FIRE AND RESCUE RUN AGREEMENT

**THIS AGREEMENT**, effective the ~~6th~~ \_\_\_ day of ~~June~~April, ~~2020~~2025, by and between the **CITY OF ST. JOHNS**, a municipal corporation, of the County of Clinton, State of Michigan, hereinafter referred to as the “City” and **BINGHAM TOWNSHIP**, Clinton County, Michigan, a body corporate, hereinafter referred to as the “Township” (collectively the “Parties”;

**WHEREAS**, pursuant to the Urban Cooperation Act, Public Act No. 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 et seq. (“Act 7”), the Parties may make intergovernmental agreements to provide for municipal services, including firefighting; and

**WHEREAS**, the city maintains a fire department, with headquarters located at 109 E State Ste, St Johns, MI 48879; and

~~**WHEREAS**, the City and the Township understand the importance of regional cooperation in obtaining certain efficiencies in good government; and~~

~~**WHEREAS**, the City and Township intend to seriously explore a joint effort in providing fire suppression and related services to the geographic areas each governmental unit serves; and~~

**WHEREAS**, the Township has applied to the **CITY OF ST. JOHNS** for the extension of fire-fighting service, **HAZMAT** spill service, and rescue “jaws of life” service to the Township by the **ST. JOHNS FIRE DEPARTMENT**, and the City and Township agree, for the common public good and interest, that fire-fighting service,

**Commented [LA1]:** Same comment in Greenbush contract. Should these be changed for consistency?

HAZMAT spill service, and rescue “jaws” service (excluding Medical First Responders, or “MFR”) be rendered to the Township, by the City, under the following terms and conditions:

In consideration of the mutual covenants and conditions hereinafter set forth, the City and the Township agree as follows:

1. The City will furnish to all of the inhabitants and property owners located within all of **BINGHAM TOWNSHIP** the same degree of fire protection service, HAZMAT spill service, and rescue “jaws” service, as is furnished to the inhabitants and property owners within the City, subject to the limitations hereinafter set forth.

2. The City fire department will respond to fire calls in the Township in the same manner as it responds to such calls within the City. It is mutually understood and agreed, however, that the City has agreements for mutual assistance with other fire departments and has fire protection responsibilities within the City limits. It is further understood and agreed the City may be called upon to handle two or more fires at the same time. In the event of multiple fires the St. Johns Director of Public Safety or his designee shall have full authority and discretion regarding the assignment and dispersement of men and equipment, including the transfer of men and equipment from one fire to another, if, in his judgment, it is necessary. The decision of the Director of Public Safety, or his designee, in such case shall be final and no person or entity shall have or make any claim against the City by reason of any loss or damage resulting from

the exercise of said judgment and discretion. The fire department service to be provided in the case of fires is limited to the use by the City fire department of mobile fire-fighting apparatus of the department. The City shall not be obligated to provide fire hydrants, inspection services or other services not provided for in this Agreement, whether or not such services may be provided within the City. In the event the city fire department is unable to furnish such fire services because of lack of available manpower and/or equipment, no liability shall result to city. Upon request, the City will review any site plans which require determinations regarding adequate fire suppression for a structure or facility.

3. The HAZMAT spill service to be provided shall involve a reduced number of fire department personnel and a reduced allocation of equipment--typically one vehicle--and shall be furnished and implemented only under the following limited terms and conditions:

- (a) Only police officers, sheriff deputies or other authorized personnel, as designated by the St. Johns City Manager and/or the Director of Public Safety, or his/her designee, shall be able to call out the HAZMAT spill service. Any call received from private individuals for this service shall be treated as a regular fire run call.
- (b) If there is any flame, fire, or smoke, regardless of degree or intensity, the event will be treated for all relevant purposes as a fire run. If, at any time

en route to, or at the HAZMAT spill location, there becomes evidence of smoke or fire, the fire department official in charge of the HAZMAT spill run shall request a regular fire run.

- (c) If, at any other time, or for any reason in his discretion, the fire department command personnel at the HAZMAT spill feels a regular fire run is necessary for the protection of public safety, welfare, or property, said command may call a regular fire run.

4. Vehicle fires, whether upon the public roads or on private property, are expressly covered within this Agreement. By the next City working day after such vehicle fire, the City shall endeavor to notify the Township clerk by telephone of such vehicle fire and of the information concerning said vehicle which the fire department has obtained. This same information shall be forwarded to the Township clerk in writing for record-keeping and reimbursement purposes. Failure of the City to give such notice shall not relieve the Township of the responsibility of paying to the City the fees set forth herein.

5. The rescue runs to be furnished by the City to the Township shall be made under the following specific agreements and limitations:

- (a) Only police officers, sheriff deputies, fire department personnel, or other authorized personnel, as designated by the St. Johns City Manager or the

Director of Public Safety, or his designee, shall have the authority to call out the rescue unit.

- (b) When the rescue unit has been dispatched and called out as set forth herein, the rescue unit must be accompanied by and will be dispatched only in conjunction with an ambulance service, which ambulance service must provide properly trained attendants. The rescue agreement set forth herein shall have no effect on present mutual aid agreements for fire-fighting.

6. The City fire department will also respond to all confirmed cardiac arrests.

**Commented [LA2]:** Not in more recent Bengal contract. Keep?

7. It is understood and agreed that the purpose of this agreement is to suppress the spread of fire and to protect the public against loss of life and/or property resulting therefrom. Payments made to the City by the Township as hereinafter provided are for the purpose of providing for this service and defraying a portion of the expense of maintaining the City's fire department for fire suppression and other emergency services.

8. It is agreed that while providing said fire department service the City is acting in a governmental capacity at all times, and shall not be liable, in damages, for any injury to persons or property resulting therefrom, nor shall the City be liable for any loss which the Township, or any property owner therein, may sustain by reason of any act, or failure to act, on the part of the City. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Act 170 of 1964, Act 7, or otherwise. ~~The foregoing shall not be construed to limit the~~



~~City's liability if the City, or any of its agents, acts in a manner outside the scope of its governmental tort immunity while performing the services provided for by this Agreement.~~

9. It is further understood and agreed that if the City shall be unable to perform, or be impaired in performing its covenants herein, because of a strike or other labor trouble, fire, tornado, flood, embargo, shortage of equipment, material or labor, preparation for war, insurrection, civil commotion, governmental regulation (other than by the CITY OF ST. JOHNS) or other act of God, or cause beyond the control of the City, such non-performance or impaired performance shall not impose any liability or responsibility whatsoever upon the City, nor shall such condition void this agreement.

10. To facilitate the implementation of this agreement, and deal with issues related thereto, a Fire Sub-committee (FSC) is hereby established. The committee shall make recommendations regarding the fire department. Recommendations from the committee shall be promptly considered by the City. This Committee shall consist of two (2) members of BINGHAM Township, two members from the St. Johns City Commission, the St. Johns City Manager, Deputy City Manager and the Director of Public Safety. The Township shall select its representatives to the FSC with the proviso that one member shall be an elected official from the Township. The committee shall meet on a schedule agreeable to its members, which shall not be less than every six months.

**Commented [LA3]:** Is this still relevant? Not in Bengal contract.

11. In consideration of the agreements herein contained and of the services to be rendered by the City, BINGHAM Township agrees to pay the **CITY OF ST. JOHNS** the annual sum of ~~FIFTY FIVE THOUSAND~~EIGHTY SEVEN THOUSAND EIGHT HUNDRED AND SIXTEEN DOLLARS AND SIXTY EIGHT CENTS (~~\$58,000.00~~87,816.68) ~~DOLLARS~~, said sum to be paid quarterly, one-quarter thereof, ~~THIRTEEN THOUSAND SEVEN HUNDRED AND FIFTY~~TWENTY ONE THOUSAND NINE HUNDRED AND FIFTY FOUR DOLLARS AND SEVENTEEN CENTS (~~\$14,500.00~~21,954.17) ~~DOLLARS~~, on April 1, 2025, July 1, 2025, October 1, 2025 and January 1, 2026~~July 1, 2020, on October 1, 2020, on January 1, 2021 and on April 1, 2021~~. In the first year of this contract, and for any subsequent years thereafter, the annual sum of ~~\$58,000.00~~87,816.68 will be adjusted based on any year-to-year increase in the Consumer Price Index. If such increase is indicated based on CPI, the City will notify the Township in writing of said increase at the time of the first quarterly billing for that contract year.

The City shall bill the Township for each quarterly installment as above set forth, which statement shall be paid within thirty (30) days after receipt of such billing.

12. It is further understood and agreed that in cases of rescue runs, pursuant to the conditions set forth above, the within contract shall have no effect, nor impose any obligation on behalf of the City, for the cost or expenses of any duly authorized ambulance service called in conjunction with the rescue run. The cost of such ambulance

service in conjunction with the rescue run shall be as billed by the ambulance service to the individual or entity being served by the ambulance service.

13. This is a ~~one~~-THREE year contract beginning on April , 2025. This Agreement may be renewed for additional three-year terms upon mutual written agreement of both parties. ~~which will renew automatically for two succeeding terms, and shall then expire June 5, 2023, at midnight, unless terminated earlier per the terms of this agreement for early termination or extended by mutual agreement, through a writing, executed by duly authorized representatives of the City and the Township.~~ Except for expiration of the agreement as provided above, or due to a material breach by either party, this agreement may not be terminated except by ~~the~~ express written agreement of both parties (see paragraphs 13 and 14, below).appropriate notice (see para. 14, below) or the express written agreement of both parties.

14. At any point during the term of this agreement either party may, upon provision of a minimum of twelve (12) months written advance notice ~~to the other party~~ as specified below, terminate this agreement. In the event of such notice, the City shall continue to provide the services specified in this agreement up to and through the specified date of termination. This agreement cannot be terminated without such notice, unless for material breach of the contract by a party. In the event of such notice, the city shall continue to provide the services specified in this agreement up to and through the specified date of termination. Beyond any such specified date of termination the City

**Commented [LA4]:** Should be consistent with what the City is doing for the other two contracts.

shall have no obligation to provide, nor any liability from not providing, the services specified in this agreement. The Township shall be responsible in the event of such termination for the payment of services provided up to and through the date of termination of services on a daily pro-rated basis of the annual fee noted above. The City shall bill the Township for this amount, which shall be due and payable no later than thirty (30) days beyond the date of the termination of services. Any refund that may be due the Township shall be handled in a like manner.

15. Notices provided for in this agreement shall be by certified mail to the addresses provided herein, as may be updated from time to time upon written notice to the other party. Notices shall be sent to the City manager and City clerk, if from the Township, and to the Supervisor and Township clerk, if from the City.

16. Upon default, including nonpayment of any payments due under this Agreement, the non-defaulting party may pursue any and all remedies provided by law or equity. The prevailing party in any action to enforce this Agreement or to obtain legal or equitable relief for a default under this Agreement shall be entitled to recover its attorney fees and costs from the other party. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

**Commented [LA5]:** In Bengal contract. Should be here as well.

~~16~~17. General Provisions.

- (a) Governing Law. This Agreement shall be interpreted under the laws of the State of Michigan.
- (b) Assignment. Neither party may assign this Agreement, or the rights hereunder, without the prior written consent of the other party.
- (c) Entire Agreement. This Agreement sets forth the entire agreement between the Township and the City with respect to the subject matter of this Agreement.
- (d) Modification. This Agreement may not be modified or amended except by a written Agreement signed on behalf of the Township and the City.
- (e) City employees shall not be deemed to be employees of township, and township employees shall not be deemed employees of city. Nothing in this Agreement shall be construed to create a contract for employment under any circumstance.
- (f) The Parties shall maintain general liability insurance for the term of this Agreement and any extensions thereof.
- (g) To the fullest extent permitted by law, the Parties agree to hold each other harmless against any claims brought or actions filed against either party for injury to, death of, or damage to the property of any

persons arising from the fire services provided under this Agreement.

(h) This is an agreement for services. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint authority, joint venture, or joint enterprise between the parties outside of their authority to contract for services pursuant to Act 7.

(i) If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever and this Agreement shall otherwise remain in full force and effect.

(j) No person or entity, apart from city and township as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

(d)

**Commented [LA6]:** In Bengal contract. Should be here as well.

(k) Validity. This Agreement shall only be valid if comparable approved by all of the following parties. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

(e)

**CITY OF ST. JOHNS**

A Municipal Corporation

P.O. Box 477

St. Johns, Michigan 48879-0477

(989) 224-8944

Signed: \_\_\_\_\_, 2025

\_\_\_\_\_  
**SCOTT DZURKA, Mayor**

\_\_\_\_\_  
**MINDY J. SEAVEY, Clerk**

**BINGHAM TOWNSHIP**

A Body Corporate

Signed: \_\_\_\_\_, 2025

\_\_\_\_\_  
**ERIC HARGER, Supervisor**

2057 N. Lansing St

St. Johns, MI 48879

(517) 819-5056

\_\_\_\_\_  
**AMY WIRTH, Clerk**



## FIRE SERVICE AGREEMENT COST ALLOCATION PROPOSED TOWNSHIP BREAKDOWN

	City	Bingham	Bengal (1/2)	Greenbush
<b>SEV (Clinton County Equalization - 2024)</b>	361,831,960	245,998,100	73,572,150	163,099,360
%	42.85%	29.13%	8.71%	19.31%
<b>Population (2020 Census)</b>	7,698	2,919	569	2,143
%	57.75%	21.90%	4.27%	16.08%
<b>Runs</b>	453	156	11	98
%	63.09%	21.73%	1.53%	13.65%

<i>Fire Runs</i>				
2021	122	51	4	29
2022	169	57	3	28
2023	162	48	4	41
<b>Totals (3 year)</b>	<b>453</b>	<b>156</b>	<b>11</b>	<b>98</b>

Percent	City	Bingham	Bengal	Greenbush
33.33%	14.28%	9.71%	2.90%	6.44%
33.33%	19.25%	7.30%	1.42%	5.36%
33.33%	21.03%	7.24%	0.51%	4.55%
	54.56%	24.25%	4.84%	16.35%
<b>**These total %'s are used in the Contribution Calculation Estimates</b>				

### 2024/25 Budgeted Numbers

Total Operating (plus full time chief)	279,365.00
Total Capital	275,786.00

Total Annual Costs	555,151.00
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**\*\*These Amounts are used in the Contribution Calculation Estimates**

FIRE SERVICE AGREEMENT COST ALLOCATION PROPOSED TOWNSHIP BREAKDOWN

	<u>City</u>	<u>Bingham</u>	<u>Bengal (1/2)</u>	<u>Greenbush</u>	
Operating Only	\$ 152,432.08	\$ 67,751.62	\$ 13,514.58	\$ 45,666.72	
Operating & 30% Capital	\$ 227,671.70	\$ 87,816.71	\$ 17,517.02	\$ 59,191.22	
Current	\$ 467,458.00	\$ 60,800.00	\$ 5,800.00	\$ 47,800.00	
	80.3%	10.4%	1.0%	8.2%	
City Recommendation	\$ 399,351.00	\$ 88,000.00	\$ 7,800.00	\$ 60,000.00	
	71.9%	15.9%	1.4%	10.8%	
		\$ 27,200.00	\$ 2,000.00	\$ 12,200.00	\$ 41,400.00

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**April 28, 2025 Commission Meeting**

<b>Department: Fire Department</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject:</b> St. Johns Fire Department sign contract with Locality Media/First Due	<input checked="" type="checkbox"/> <b><i>Contract and Quote from Locality Media</i></b> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Prepared by:</b> Kevin Douglas, Fire Chief	<b>Approved by:</b> Chad A. Gamble, P.E., City Manager	

**SUMMARY/HIGHLIGHT:** The St. Johns Fire Department respectfully requests the City Commission's approval to enter a contract with Locality Media/First Due for the implementation of a comprehensive software solution. This platform will integrate critical functions including fire reporting, asset management, training records, fire inspections, and payroll.

**BACKGROUND/DISCUSSION:** The St. Johns Fire Department currently utilizes a combination of disparate and often outdated systems for managing essential functions. This fragmented approach leads to inefficiencies in data management, increased administrative burden, potential for errors, and challenges in ensuring comprehensive compliance with evolving regulatory standards. Recognizing these limitations, the Fire Department undertook a thorough evaluation of available software solutions to identify a platform that could streamline operations, improve data integrity, and enhance overall effectiveness.

Locality Media emerged as the most suitable vendor, offering a fully integrated suite of modules that directly address our identified needs. Their platform provides a user-friendly interface and robust features tailored specifically for fire departments.

**STRATEGIC PLAN OBJECTIVE:** This initiative directly aligns with the City Strategic Plan Objective of Public Facilities Goal #1: "Continue to offer high quality services and facilities for residents." By implementing this integrated software solution, the St. Johns Fire Department will be able to:

- **Enhance Operational Efficiency:** Streamlined workflows and reduced administrative burden will allow firefighters to dedicate more time to emergency response and community engagement.
- **Improve Data Accuracy and Accessibility:** Centralized data management will lead to more accurate reporting, better informed decision-making, and improved transparency.
- **Strengthen Regulatory Compliance:** The software is designed to facilitate adherence to critical safety standards, ensuring the well-being of our firefighters and the community we serve.
- **Optimize Resource Allocation:** Improved asset management and data analysis will enable the department to make more informed decisions regarding resource allocation and future planning.

**FISCAL IMPACT:** The cost of the Locality Media software subscription and implementation will be detailed in the proposed contract. (One-Time Fee \$1,200; Annual Subscription Fee \$6,000).

While this represents a financial investment, it is crucial to recognize the potential for significant long-term cost savings and the mitigation of financial risks associated with non-compliance.

The integrated software will directly contribute to avoiding potential **MIOSHA fines** by:

- **Ensuring Accurate and Complete Record-Keeping:** The software will automate and standardize record-keeping for training, equipment maintenance, and PPE, reducing the risk of incomplete or missing documentation that can lead to citations during MIOSHA inspections.
- **Proactive Compliance Management:** The system can provide alerts and reminders for scheduled inspections, training renewals, and equipment maintenance, ensuring proactive adherence to MIOSHA regulations.
- **Improved Audit Trail:** The digital platform provides a clear and auditable trail of all relevant activities, making it easier to demonstrate compliance during inspections.
- **Reduced Administrative Errors:** Automation reduces the potential for human error in record-keeping, further minimizing the risk of non-compliance.

By investing in this software, the City will be proactively addressing potential safety and compliance issues, thereby safeguarding taxpayer dollars from avoidable penalties and ensuring a safer working environment for our firefighters.

**RECOMMENDATION:** Staff recommends the City Commission approve the Locality Media/First Due Proposal for the first year cost of \$7,200 and then annually for \$6,000, and authorize the Mayor to endorse the same.



### **Agreement for Services**

This Agreement for Services (this "Agreement") dated as of **April 30, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **City of St. Johns Michigan** located at **100 East State Street, Suite #1100, Saint Johns, MI 48879** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its

employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

<b>Severity Level:</b>	<b>Vendor's Initial Response will be provided within:</b>	<b>Vendor's Temporary Resolution will be provided within:</b>	<b>Vendor's Final Resolution will be provided within:</b>
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information

(PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.



25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

b. **Tax Exempt** \_\_\_\_\_ (Yes/No)

If yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).

c. **Purchase Order Required** \_\_\_\_\_ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).

**LOCALITY MEDIA, INC.**

**City of St. Johns Michigan**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

#### Exhibit A - Quote

Prepared By: Eric LeWinter  
Valid Until: June 30, 2025  
Quote Number: 1545132000425166126

#### BILL TO:

Kevin Douglas  
City of St. Johns Michigan  
100 East State Street, Suite #1100  
Saint Johns, MI 48879

**Account:** City of St. Johns Michigan

**Subscription Start:** April 30, 2025

**Initial Term:** 12 months

**Annual Subscription:** \$6,000.00

Product Details	Total
<b>Occupancy Management &amp; Pre-Incident Planning</b> Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
<b>Inspections</b> Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
<b>Incident Reporting – NFIRS</b> NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
<b>Personnel Management</b> Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
<b>Basic Training Records</b> Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
<b>Events &amp; Activities</b> Create Events, View Global Activity Log, and Access Global Calendar.	
<b>Assets &amp; Inventory</b> Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
<b>Essentials Online Training Package</b> Up to 4 Hours Online Training with certified First Due Instructor	
<b>Implementation and Configuration Services</b> Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	One-Time Fees Subtotal \$ 1,200.00
	Subscription Fees Subtotal \$ 6,000.00
	<b>Grand Total \$ 7,200.00</b>
	<i>*Excluding Tax</i>

#### Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

#### Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

## Statement of Work

For Quote Number: 1545132000425166126

# Statement of Work | City of St. Johns Michigan

## 1. Introduction

### 1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **City of St. Johns Michigan** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

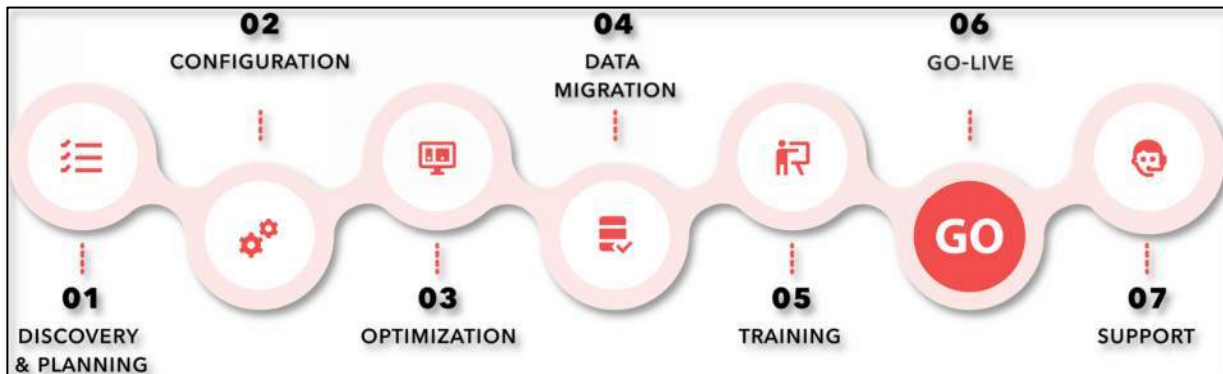
### 1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

## 2. Implementation

### 2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



### 2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

## 2.3 Implementation Phases

**2.3.1 Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

**2.3.2 Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

**2.3.3 Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

**2.3.4 Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

**2.3.5 Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

**2.3.6 Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

**2.3.7 Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

### 3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

## 4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

## 5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

## 6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

## 7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

### 7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** [support@firstdue.com](mailto:support@firstdue.com)
- **Phone:** (516) 874-5818

## **7.2 Self-Service Resources**

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

## **7.3 Hours of Operation**

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET\*\*
- \*\* 24x7 Support available for Sev 1 (Down/Urgent) issues.

# **8. Assumptions**

## **8.1 Customer Participation**

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

## **8.2 Statement of Work Expiration**

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

## **8.3 Best Practice and Standard Workflow**

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

## **8.4 Go-live Requirements & Gaps**

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.



Form  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

W-9

Request for Taxpayer  
Identification Number and Certification

Go to [www.irs.gov/FormW9](https://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type.  
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**Locality Media, Inc.**

2 Business name/disregarded entity name, if different from above.  
**First Due**

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  
☐ Individual/sole proprietor    ☒ C corporation    ☐ S corporation    ☐ Partnership    ☐ Trust/estate  
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) \_\_\_\_\_  
**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
☐ Other (see Instructions) \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.  
**107 7th Street**

6 City, state, and ZIP code  
**Garden City, NY 11530**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
[ ][ ] - [ ][ ] - [ ][ ][ ][ ]  
or  
Employer identification number  
8 1 - 1 3 8 8 0 6 2

**Part II Certification**  
Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
3. I am a U.S. citizen or other U.S. person (defined below); and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  
Signature of U.S. person *Andreas Huber*  
Date **Jan 02 2025 10:23 PST**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](https://www.irs.gov/FormW9).

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**April 28, 2025 Commission Meeting**

<b>Department: Fire Department</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Fire Department Exposure Control Plan</i></b>	<input checked="" type="checkbox"/> <i>Exposure Control Plan</i> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Prepared by: Kevin Douglas, Fire Chief</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The St. Johns Fire Department has developed an Exposure Control Plan to protect its personnel from potential exposure to bloodborne pathogens and other potentially infectious materials. This plan is required by Michigan Occupational Safety and Health Administration (MIOSHA) Part 554, "Bloodborne Infectious Diseases".

**BACKGROUND/DISCUSSION:** The St. Johns Fire Department's personnel, in the course of their duties, may encounter situations that involve exposure to blood or other potentially infectious materials. These situations can include, but are not limited to, providing medical assistance at emergency scenes, and handling contaminated equipment.

MIOSHA Part 554 mandates that employers, including the City of St. Johns, whose employees may be exposed to bloodborne pathogens, develop and implement a written Exposure Control Plan. This plan must outline the procedures and practices the employer will use to protect employees from exposure.

The key elements of the Exposure Control Plan include:

- An exposure determination, identifying job classifications and tasks that involve potential exposure.
- Implementation of engineering and work practice controls to minimize or eliminate exposure.
- Provision and use of personal protective equipment (PPE).
- Hepatitis B vaccination offering.
- Procedures for post-exposure evaluation and follow-up.
- Communication of hazards to employees.
- Recordkeeping.
- Training.

The attached Exposure Control Plan details how the St. Johns Fire Department will comply with these requirements. It has been developed in accordance with MIOSHA guidelines and best practices for fire departments.

**STRATEGIC PLAN OBJECTIVE:** This action aligns with the City of St. Johns Strategic Plan, specifically with the Public Facilities Goal #1: "Continue to offer high-quality services and facilities for residents." By adopting and implementing this Exposure Control Plan, the City is:

- Ensuring the safety and well-being of its Fire Department personnel, who are critical to providing high-quality emergency services to residents.
- Providing the Fire Department with the necessary resources and procedures to operate safely and effectively.
- Demonstrating a commitment to the health and safety of City employees, which contributes to a positive and productive work environment.

**FISCAL IMPACT:** The primary fiscal impact of *not* adopting and implementing an Exposure Control Plan would be the potential for significant MIOSHA fines and penalties. Failure to comply with MIOSHA Part 554 can result in citations, substantial monetary penalties, and increased insurance costs. The cost of implementing the plan, including providing PPE, training, and vaccinations, is significantly less than the potential cost of non-compliance.

The costs associated with implementing the plan are:

- Personal Protective Equipment (PPE): Ongoing costs for gloves, eye protection, etc.
- Training: Initial and ongoing training costs for all Fire Department personnel.
- Vaccinations: Cost of providing Hepatitis B vaccinations to eligible employees.
- Plan Updates: Staff time for annual review and updates of the plan.

These costs are considered necessary operating expenses for the Fire Department and are already covered in Operating Supplies 136-336-733.000.

**RECOMMENDATION:** *Staff recommends the City Commission adopts the Exposure Control Plan for the St. Johns Fire Department and implementation by the Fire Chief.*



# St. Johns Fire Department Exposure Control Plan

DRAFT

This Exposure Control Plan  
complies with R 325.70004 of  
MIOSHA Part 554: Bloodborne  
Infectious Disease



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## Plan Approval

Once approved by the Fire Chief, this document will serve as the official Exposure Control Plan for the St. Johns Fire Department.

Agency	Title
St. Johns Fire Department	Chief

Signature	Date



## Mission Statement (“Our Purpose”)

We strive to promptly and professionally serve our community with pride, dedication, and excellence. Never failing to deliver quality emergency services with the highest level of integrity, commitment, and community involvement through teamwork, training, and technology.

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## Record of Changes

The following changes have been made to this plan since the previous version:

Date	Description of Change	Page Numbers	Revised By



## Section 1. Purpose

The St. Johns Fire Department is committed to providing a safe and healthy work environment for our entire staff. In pursuit of this endeavor, the following Exposure Control Plan (the “Plan”) is provided to minimize or eliminate occupational exposure to bloodborne infectious diseases (MIOSHA Part 554) and other infectious diseases.

This Plan is a key document to assist our personnel in implementing and ensuring compliance with established requirements (MIOSHA Part 554), standards (NFPA 1581) or guidance thereby protecting our residents, visitors, businesses, and our fire department personnel. This Plan includes:

1. Written policy for protecting employees from bloodborne pathogens and other infectious disease exposures
2. Personnel responsible for administering the plan
3. Employee exposure determination (a list of job classifications where employees may be exposed)
4. Hepatitis B virus vaccination provisions
5. Employee training (initial and annual training)
6. Methods for control of bloodborne pathogens and other infectious diseases
  - a. Universal Precautions
  - b. Engineering Controls (i.e., safety devices and sharps containers)
  - c. Work Practice Controls (i.e., example, sharps handling and disposal, hand washing, cleanup)
  - d. Personal Protective Equipment (i.e., disposable gloves, face shields, masks, gowns)
  - e. Housekeeping and Laundry
7. Post-exposure reporting, evaluation, counseling, and follow-up procedures.
8. Procedures for evaluating circumstances surrounding an exposure incident.
9. Recordkeeping, including sharps injury logs, training records, and annual plan updates.

The methods of implementation of these elements of the standard are discussed in the subsequent pages of this Plan.

## Section 2. Administration

The Fire Chief, Deputy Fire Chief, and Assistant Fire Chief oversee the implementation of this Plan. They are responsible for maintaining, reviewing, and updating the Plan annually or as needed to incorporate new or revised tasks and procedures. If you believe you have been exposed to a communicable disease or infectious agent, please contact the Fire Chief, Deputy Fire Chief, or Assistant Fire Chief **immediately**.



Employees identified as having occupational exposure to blood or other potentially infectious materials must adhere to the guidelines and work practices outlined in this Plan.

The St. Johns Fire Department will provide and maintain all necessary personal protective equipment (PPE), engineering controls, labels, and biohazard bags (red bags) as mandated by established standards or guidelines. Additionally, the department will ensure an adequate supply of equipment in appropriate sizes.

The St. Johns Fire Department is responsible for performing all required medical actions and maintaining relevant employee health and MIOSHA records. All personnel medical records will be kept confidential and stored securely in locked files.

The Fire Chief, Deputy Fire Chief and Assistant Fire Chief are tasked with training, documenting the training, and making the written Plan accessible to personnel, MIOSHA, and NIOSH representatives.

## **2.1 Exposure Control Plan**

Personnel covered by the bloodborne infectious diseases (MIOSHA Part 554) standard receive an explanation of this Plan during their initial onboarding. It will also be reviewed in their annual refresher training. All personnel have an opportunity to review this plan at any time during their employment. A physical copy of the plan is in the Radio Room.

## **2.2 Policies and Standard Operating Guidelines (SOGs)**

Policies and standard operating guidelines (SOGs) provide specific guidance on controls and practices that shall be used when performing tasks involving occupational exposure to bloodborne pathogens or other infectious diseases. See [Policy/SOG 803 – Communicable Disease](#) for more information.

## **2.3 Emerging or New Infectious Disease Preparedness and Response Plans**

Circumstances involving emerging or new infectious disease preparedness and response actions may include guidance for recommended or required practices and standard operating procedures. The fire department shall prepare additional plans for employee protection, exposure, and actions as part of any issued guidance, local public health orders, Executive Orders (Governor's Office), or Epidemic Orders (Michigan Department of Health and Human Services).

## **Section 3. Employee Exposure Determination**

The following is a list of St. Johns Fire Department job classifications where employees may be exposed:

1. Fire Chief
2. Deputy Fire Chief
3. Assistant Fire Chief



4. Captain(s)
5. Lieutenant(s)
6. Firefighters

## Section 4. Hepatitis B Vaccination

### 4.1 Administration

The St. Johns Fire Department will provide information to employees on acquiring the Hepatitis B vaccinations if not already received.

The Hepatitis B vaccination series is available at no cost after training and within 10 days of initial assignment to employees identified in the exposure determination section of this plan. Offering the vaccine is not required if:

1. Documentation exists that the employee has previously received the series
2. Antibody testing reveals that the employee is immune, or
3. Medical evaluation shows that vaccination is contraindicated.

If an employee chooses to decline vaccination, the employee must sign a copy of the Declination Form (**see Appendix B**). Employees who decline may request and obtain the vaccination later at no cost. Documentation of refusal of the vaccination is kept at the St. Johns Fire Chief's Office.

Vaccination will be provided by UM Health-Sparrow Occupational Health, located at:

1. Medical Arts Building, 1322 E. Michigan Ave., Suite 101, Lansing, MI, 48912
2. Phone: 517-364-3900, Option 1
3. Hours: 7 am - 5 pm Monday thru Friday

Following hepatitis B vaccinations, the health care professional's Written Opinion will be limited to whether the employee requires the hepatitis vaccine, and whether the vaccine was administered.

## Section 5. Employee Training

All personnel who have occupational exposure to bloodborne pathogens or other infectious disease receive training. All personnel who have occupational exposure to bloodborne pathogens or other infectious disease receive training including the following elements:

1. The epidemiology, symptoms, and transmission of bloodborne pathogen diseases.
2. A copy and explanation of the standard.
3. An explanation of this Plan including SOGs and how to access the written plan.



4. An explanation of methods to recognize tasks and other activities that may involve exposure to blood, including what constitutes an exposure incident.
5. An explanation of the use and limitations of engineering controls, work practices and PPE.
6. An explanation of the types, uses, location, removal, handling, decontamination, and disposal of PPE.
7. An explanation of the basis for PPE selection.
8. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge.
9. Information on the appropriate actions to take and persons to contact in an emergency involving bloodborne pathogens or other infectious disease.
10. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the confidential medical evaluation and follow up that will be made available.
11. An explanation of the signs and labels and/or color coding required by the standard and used at the City of St. Johns; and
12. An opportunity for interactive questions and answers with the person conducting the training session.

Training materials for the fire department are available to all personnel.

## **Section 6. Methods for Control of Bloodborne Pathogens & Other Infectious Diseases**

### **6.1 Universal Precautions**

All personnel will utilize Universal Precautions. Universal Precautions is an infection control method which requires employees to assume that all human blood and specified human body fluids are infectious for HIV, HBV and other bloodborne pathogens (see Appendix A) and must be treated accordingly.

### **6.2 Engineering Controls and Work Practice Controls**

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens and other infectious diseases. The specific engineering controls and work practice controls used by the fire department are listed in **Appendix A**.

The St. Johns Fire Department identifies the need for changes in engineering controls and work practice controls through continuing education, review of MIOSHA data, employee interviews,



committee activities and state or federal bulletins from the Michigan Department of Health and Human Services (MDHHS) and Center for Disease Control (CDC).

We evaluate new procedures or new products by continuous quality assurance checks on existing materials and practices and testing of new products and materials as they become available to responders.

*Officers are involved in this process, but **it's open for input from anyone who wishes to submit recommendations.***

### **6.3 Personal Protective Equipment (PPE)**

PPE is provided to all personnel at no cost to them. Training on the use of PPE is provided by Officers and senior firefighters in the use of the appropriate PPE for the tasks or procedures employees will perform. All employees are required to utilize proper personal protective equipment (PPE) when responding to any incident with an EMS component. At a minimum, this protective equipment shall include nitrile gloves on every such incident. Additionally, if required by the type of risk and/or potential contamination or route of transmission of pathogens, further PPE, including N95 filter and/or gowns, shall be worn as necessary.

All employees using PPE must observe the following precautions:

1. Wash hands immediately or as soon as feasible after removal of gloves or other PPE. Remove PPE after it becomes contaminated, and before leaving the work area.
2. Used PPE may be disposed of in the bins on the medical vehicles or in red bags for disposable contaminated items. Non disposable items can also be red bagged for return to decontamination.
3. Wear appropriate gloves when it can be reasonably anticipated that there may be hand contact with blood and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.
4. Fire, Extrication or Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard any protective gloves if they show signs of cracking, peeling, tearing, puncturing, or deterioration. Dispose of any gloves that have gross contamination or that cannot be decontaminated.
5. Never wash or decontaminate disposable items for reuse.
6. Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood pose a hazard to the eye, nose, or mouth.
7. Remove immediately or as soon as feasible any garment contaminated by blood in such a way as to avoid contact with the outer surface. The procedure for handling used PPE is as follows:





- a. Place any items that might be contaminated in a biohazard bag (red bag) and return them to the station for appropriate decontamination.
- b. Keep contaminated clothing wet until laundered.
- c. Use germicidal spray or wipes to finish cleaning equipment.

#### **6.4 Housekeeping and Laundry**

Regulated waste shall be placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color coded and closed prior to removal to prevent spillage or protrusion of contents during handling.

Contaminated sharps shall be discarded immediately or as soon as possible in containers that are closable, puncture resistant, leak-proof on sides and bottoms, and labeled or color coded appropriately. Sharps disposal containers are available in all EMS bags. Bins, pails, and sinks are cleaned and decontaminated as soon as feasible after visible contamination. Broken glassware which may be contaminated is picked up using mechanical means, such as a brush and dustpan, tongs, cotton swabs or forceps.

Laundry of assigned PPE will be performed by the individual to whom the item is assigned. The following laundering requirements must be met:

1. Handle contaminated laundry as little as possible, with minimal agitation.
2. Place wet contaminated laundry in leak proof and labeled or color-coded containers before transport. Type of bag used: Biohazard Bag (red bag) on medically licensed vehicles.
3. Wear the following PPE when handling and/or sorting contaminated laundry: Disposable exam gloves.

#### **Section 7. Post Exposure Evaluation and Follow-up**

Should an exposure incident occur inform the Officer on the call. If no Officer is present, then contact the Fire Chief. An immediately available confidential medical evaluation and follow up will be conducted by UM-Health Sparrow Occupational Health Services (business hours) **or**, UM-Health Sparrow Clinton Hospital (after hours).

After initial first aid, (clean the wound, flush eyes, or mucous membrane, etc.) the following activities shall be performed:

1. Identify and document the source individual.
2. Document the routes of exposure and how the exposure occurred using the City of St. Johns Incident form.



3. Obtain consent and arrange to have the source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.
4. If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.
5. Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).

## **Section 8. Administration of Post Exposure Evaluation and Follow-up**

The Fire Chief, Deputy Fire Chief or Assistant Fire Chief shall ensure that the health care professional evaluating an employee after an exposure incident receives the following:

1. A description of the employee's job duties relevant to the exposure incident.
2. Route(s) of exposure.
3. Circumstances of exposure.
4. Results of the source individual's blood test, if available; and,
5. Relevant employee medical records, including vaccination status

The Fire Chief, Deputy Fire Chief or Assistant Fire Chief shall provide the employee with a copy of the evaluating health care professional's confidential written opinion within 15 days after completion of the evaluation.

The written opinion obtained by the employer shall not reveal specific findings or diagnoses that are unrelated to the employee's ability to wear protective clothing and equipment or receive vaccinations. Such findings and diagnoses shall remain confidential.

## **Section 9. Procedures for Evaluating the Circumstances Surrounding An Exposure Incident**

The Fire Chief, Deputy Fire Chief, or Assistant Fire Chief will review the circumstances of all exposure incidents to determine:

1. Engineering controls in use at the time
2. Work practices followed
3. Description of the device being used protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.)
4. Location of the incident



5. Procedure or actions being performed when the incident occurred
6. Employee's training relevant to the procedure or actions

If it is determined that revisions need to be made, the Fire Chief, Deputy Fire Chief or Assistant Fire Chief will ensure that appropriate changes are made to this Plan. (Changes may include an evaluation of safer devices, adding personnel to the exposure determination list, etc.).

## **Section 10. Recordkeeping**

### **10.1 Training Records**

Training records are completed for all personnel using departmental training sheets. These documents will be maintained for the duration of employment.

The training records include:

1. The date(s) of the training sessions.
2. The contents or a summary of the training sessions.
3. The names of instructors conducting the training; and,
4. The names of all persons attending the training session; and,
5. An annual certificate of completion.

Employee training records are provided upon request to the employee or the employee's authorized representative.

### **10.2 Medical Records**

Medical records are maintained for each employee with occupational exposure in accordance with applicable records retention requirements.

The Fire Chief, Deputy Fire Chief and Assistant Fire Chief are responsible for maintenance of all required medical records. These confidential records are kept at the St. Johns Fire Department, 109 E. St Street., St. Johns, MI, 48879 during term of employment. After the term of employment, medical records will be archived at the City of St. Johns Offices, 100 E. State St. Suite 1100., St. Johns, MI, 48879 for a term of 30 years.

Personnel medical records are provided upon request of the employee or to anyone having written consent of the employee.

### **10.3 MIOSHA Recordkeeping**

An exposure incident is evaluated to determine if the case meets MIOSHA's Recordkeeping Requirements (Part 11). The Fire Chief, Deputy Fire Chief or Assistant Fire Chief completes this determination and the recording activities.





## **Section 11. Authorities and References**

### **11.1 Authorities**

1. MIOSHA Part 554. Bloodborne Infectious Diseases

### **11.2 References**

1. NFPA 1581, Standard on Fire Department Infection Control Program

## **Section 12. Definitions and Acronyms**

### **12.1 Definitions**

Exposure Incident - A specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials.

Universal Precautions - A method of infection control assuming all human blood and certain body fluids are infectious for HIV, HBV, and other pathogens.

Engineering Controls - Devices that isolate or remove the bloodborne pathogens hazard (e.g., sharps disposal containers, retractable needles).

Work Practice Controls - Procedures reducing the likelihood of exposure by altering how tasks are performed (e.g., handwashing).

Personal Protective Equipment - Protective gear such as gloves, gowns, and masks designed to protect employees from exposure.

Post-Exposure Evaluation - A process to assess and treat an employee following a potential exposure to infectious materials.

### **12.2 Acronyms**

HBV – Hepatitis B Virus

HCV - Hepatitis C Virus

HIV – Human Immunodeficiency Virus

LMS – Learning Management System

MIOSHA – Michigan Occupational Safety and Health Administration

NFPA – National Fire Protection Association

PPE – Personal Protective Equipment

SOG – Standard Operating Guidelines



## Section 13. Additional Sources

1. Local: [Mid-Michigan District Health Department \(MMDHD\)](#)
2. State: [Michigan Department of Health and Human Services \(MDHHS\)](#)
3. National: [Centers for Disease Control and Prevention \(CDC\)](#)

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## Appendix A – Sharps and Injury Needlestick Prevention

To prevent sharps injuries and needlesticks SJFD incorporates the following safer devices, engineering controls and work place practice controls:

**The following safer devices and engineering controls are implemented:**

1. Sharps Containers (red boxes)
2. Retractable Lancets (blood glucose testing)
3. Biohazard Bags (red bags)
4. Nitrile Exam Gloves
5. ANSI Z87 Eyewear

**The following work practice controls are being used to reduce exposure:**

1. Frequent decontamination of medical equipment with a germicidal cleanser.
2. Frequent decontamination of vehicle surfaces with a germicidal cleanser.
3. Disposal of contaminated disposable medical adjuncts as soon as possible in an approved receptacle.
4. Disposal of contaminated PPE (gloves, face shields, masks, gowns, etc.) as soon as possible and replacement with clean PPE.



## Appendix B – Hepatitis B Vaccine Declination

### HEPATITIS B VACCINE DECLINATION (MANDATORY)

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Signature of the Bath Township Firefighter	Date

Signature of the St. Johns Fire Department Chief, Deputy Chief or Assistant Chief	Date

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**April 28, 2025 Commission Meeting**

<b>Department: Fire Department</b>	<b>Attachments: Policy Manual</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>St. Johns Fire Department Policy/Standard Operating Guideline Manual</i></b>	<b>[ X ] Policy/SOG Manual</b> [ ] [ ]	<b>[ X ]</b> [ ] [ ]
<b>Prepared by: Kevin Douglas, Fire Chief</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The St. Johns Fire Department has developed a comprehensive Policy and Standard Operating Guideline (SOG) Manual. This manual establishes the framework for the safe and efficient operation of the department, ensuring consistent and effective service delivery to the community. Adoption of this manual is crucial for compliance with Michigan Occupational Safety and Health Administration (MIOSHA) Part 74, Firefighting, and for mitigating potential risks and liabilities. The manual also aligns with the City's strategic goal of providing high-quality services and facilities.

**BACKGROUND/DISCUSSION:** The St. Johns Fire Department is committed to providing the highest level of service to the citizens of St. Johns. To achieve this, it is essential to have well-defined policies and procedures that guide the actions of our personnel. The attached Policy and Standard Operating Guideline (SOG) Manual has been developed to:

- Provide clear directions for all department operations
- Ensure consistency in the delivery of services
- Promote the safety of both firefighters and the public
- Establish accountability and responsibility
- Comply with applicable regulations and standards

The manual covers a wide range of topics, including, but not limited to:

- Organizational Structure and Administration
- Emergency Response Procedures
- Equipment Operation and Maintenance
- Training and Qualifications
- Safety Protocols
- Personnel Conduct and Discipline
- Incident Command System (ICS)
- Fire Inspections, Investigations, and Prevention
- Records Management
- Facility Maintenance
- And more.

**STRATEGIC PLAN OBJECTIVE:** The adoption of this Policy and Standard Operating Guideline Manual directly aligns with the City Strategic Plan's Public Facilities Goal #1:

"Continue to offer high-quality services and facilities for residents." By implementing this manual, the St. Johns Fire Department will:

- Enhance the quality and effectiveness of its services.
- Improve operational efficiency and resource management.
- Ensure the safety and well-being of firefighters, enabling them to better serve the public.
- Maintain a high level of professionalism and accountability.
- Provide proactive and current policies and guidelines that are in the best interests of the city and the safety of our firefighters and citizens.

**FISCAL IMPACT:** The primary fiscal impact of *not* adopting this manual is the potential for significant financial losses due to MIOSHA citations and fines. Failure to comply with MIOSHA standards can result in substantial penalties, legal expenses, and increased insurance costs. Furthermore, inadequate policies and procedures can lead to accidents, injuries, and property damage, which can also have significant financial implications for the city. Adopting the manual is a proactive measure that *avoids* these potential costs and demonstrates the City's commitment to firefighter safety and responsible risk management. There are minimal direct costs associated with the adoption of the manual, primarily related to staff time for review, training, and implementation. The long-term benefits of compliance and risk mitigation far outweigh these minimal costs.

**RECOMMENDATION:** *Staff recommends that City Commission adopt the St. Johns Fire Department Policy and Standard Operating Guideline Manual effective July 1<sup>st</sup>, 2025.*





# Policy and Standard Operating Guidelines (SOG) Manual v1



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## MANUAL APPROVAL

AGENCY	TITLE OF CONTACT
St. Johns Fire Department	Chief

SIGNATURE OF THE ST. JOHNS FIRE DEPARTMENT CHIEF	DATE
	<u><a href="#">3/13/2024</a></u> / <u><a href="#">15/2025</a></u>

Kevin Douglas

DRAFT



## MANUAL REVISIONS

The following is a list of revisions made to this Policy and Standard Operating Guidelines (SOG) Manual from Version 1 (V1) to Version 2 (V2). This chart tracks the date that changes were made, the description of the change, updated pages, and who made the revision.

Date	Revision	Page Numbers	Revised By



## **MISSION STATEMENT (“OUR PURPOSE”)**

We strive to promptly and professionally serve our community with pride, dedication, and excellence. Never failing to deliver quality emergency services with the highest level of integrity, commitment, and community involvement through teamwork, training, and technology.

DRAFT





## **ABOUT THE ST. JOHNS FIRE DEPARTMENT POLICY MANUAL**

The policies and guidelines we use are proactive and current with industry standards. This is in the best interests of the city and the safety of our firefighters and citizens.

## **NFPA & MIOSHA STANDARDS**

Due to approximately 100 firefighter deaths per year, the NFPA and MIOSHA mandated changes in fire-ground operations that required standards to increase firefighter safety and improve firefighting operations. The following NFPA and MIOSHA standards are considered in the creation and maintenance of this manual:

- NFPA standard 1500 addresses Occupational Health and Safety including fire ground Incident Command, Rapid Intervention Teams, and Communications.
- NFPA standard 1521 addresses the Safety Officer.
- NFPA standard 1561 addresses Emergency Incident Management System.
- NFPA standard 1720 addresses the number of personnel required to meet these improved standards and safety for firefighting personnel during firefighting operations.
- MIOSHA part 74 addresses Fire Fighting Operations and the duties of the employer.
- MIOSHA part 554 addresses Bloodborne infectious Diseases and protective gear.
- MIOSHA part 42, 92, 430 addresses Hazard Communications.
- MIOSHA part 451 addresses Respiratory Protection.

The following Departmental policies are developed based on MIOSHA regulations and NFPA standards and follow additional accepted industry standards, as well as federal, state and local laws and regulations. These policies and procedures assist in the safety of our personnel while doing a highly dangerous job.



## **CHAPTER 1 – FIRE SERVICE ROLE AND AUTHORITY**



## **100 - FIRE SERVICE AUTHORITY**

### **100.1 Purpose and Scope**

The purpose of this policy is to affirm the legal authority of the St. Johns Fire Department and the individual members.

### **100.2 Policy**

It is the policy of the St. Johns Fire Department to limit its members to only exercise the authority granted to them by law.

While the St. Johns Fire Department recognizes the authority of members granted to them, members are encouraged to use sound discretion in the exercising their authority, and this department does not tolerate abuse of authority.

### **100.3 Organizational Powers**

This department is authorized by the City pursuant to state law and city ordinance to perform fire suppression and related services including but not limited to:

- Fire prevention and fire code enforcement (MCL 29.2b; MCL29.7a; MCL 29.8)
- Fire suppression services (MCL42.13; MCL70.1; MCL 109.1; MCL124.602)
- Fire origin and cause investigation (MCL 29.7a; Mich. Admin. Code R. 29.1652; Fire Code, Ch.1)
- Officers, Duties of the Chief, Membership, Equipment and Apparatus, Social Officers, and Enforcement (City of St. Johns Code of Ordinances Chapter 32 Section 35- Section 41)

### **100.4 Firefighter Powers**

Firefighters are sworn or appointed members of this department and are authorized to exercise the following authority pursuant to applicable state and local law(s) or ordinances (MCL 29.362):

- Participate in a wide range of emergency and rescue activities, including EMS and extrication.
- Perform fire suppression duties, including the suppression of structural, wildland, and other types of fires.
- Investigate the origin and cause of fires (MCL 29.7a)
- Collect and preserve evidence when a fire is of suspicious origin (MCL 28.609c)
- Perform specialty services, including hazardous materials response, water rescue, ice rescue, and additional services as authorized by the Fire Chief.



- Provide fire code enforcement inspection and plan review services
- Provide public education and fire prevention activities and services

### **100.5 Constitutional Requirements**

When exercising their authority, members shall observe and comply with every person's clearly established rights under the United States Constitution and the Constitution of the State of Michigan.

### **100.6 Supervisory Authority**

The Fire Chief may relieve a member under his/her command from duty when, in his/her judgement, an offense committed is sufficiently severe enough to warrant immediate action. A report of such action shall be made immediately through the appropriate channels, followed by written documentation of the charges, in accordance with department guidelines. All such processes shall comply with established rules and regulations.



## **101 - OATH OF OFFICE**

### **101.1 Purpose and Scope**

The purpose of this policy is to ensure that oaths, when appropriate or required, are administered to department members in the correct form and are filed per the requirements of Michigan law (MCL15.151; MCL27.602).

### **101.2 Policy**

It is the policy of the St. Johns Fire Department that, when appropriate or required, departments members affirm the oath of their office as an expression of commitment to the constitutional rights of those served by the Department and the dedication of its members to their duties (MCL 28.602).

### **101.3 Oath of Office**

All sworn or appointed personnel, when appropriate or required, shall take and subscribe to the oath prescribed by law (MCL 15.151).

*"I do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully perform the duties of the office of the fire department in and for the City of St. Johns, County of Clinton and State of Michigan according the best of my ability, so help me God."*

### **101.4 Maintenance of Records**

The oath of office shall be filed with the City Clerk or other specific Clerk as prescribed by law or shall be filed in accordance with the established records retention schedule.



## **102 - POLICY MANUAL**

### **102.1 Purpose and Scope**

The Policy Manual of the St. Johns Fire Department is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the department's current policies, rules and guidelines. All members are expected to conform to the provisions of this manual.

All prior and existing policies, manuals, orders and regulations that conflict with this manual are revoked, except to the extent that portions of the existing manuals, procedures, orders and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

### **102.2 Policy**

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that fire and rescue work is not always predictable, and circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this department under the circumstances reasonably available at the time of any incident.

#### **102.2.1 Disclaimer**

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the St. Johns Fire Department and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the City, its officials or members. Violations of any policy provision contained within this manual shall only form the basis for department administrative action, training or discipline. The St. Johns Fire Department reserves the right to revise any policy content, in whole or in part.

#### **102.2.2 Severability**

In the event that any term or provision of this Policy Manual is declared illegal, invalid or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual conflicts with a local, state or federal law, or City policy, such law, or City policy shall take precedence over that provision of the Policy Manual.

### **102.3 Authority**

The Fire Chief shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Fire Chief or the authorized designee is authorized to issue Departmental Directives, which shall modify



those provisions of the manual to which they pertain. Departmental Directives shall remain in effect until they may be permanently incorporated into this manual.

## **102.4 Definitions**

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

**Adult** - Any person 18 years of age or older.

**City** – City of St. Johns

**Chief Officer** – a person in a position of authority including those achieving the rank of Assistant Fire Chief or Fire Chief.

**Civilian** - Employees and volunteers who are not engaged in fire suppression as part of their primary duties.

**Department/SJFD** – St. Johns Fire Department

**Employee** - Any person employed by the Department.

**Fire Code** - The Michigan Fire Prevention Code and the BOCA National Fire Prevention Code, 1990 Edition as amended and adopted.

**Firefighter/Sworn, appointed** - Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn or appointed members of the St. Johns Fire Department

**Manual** – St. Johns Fire Department Policy and Standard Operating Guidelines (SOG) Manual.

**May** - Indicates a permissive, discretionary or conditional action.

**Member** - Any person employed or appointed by the St. Johns Fire Department, including:

- Full, part-time, or paid-on-call employees
- Sworn or appointed firefighters

**Officer** – a person in a position of authority including those achieving the rank of Captain or Lieutenant.

**On-duty** - Member status during the period when they are actually engaged in the performance of their assigned duties.

**Order** - A written or verbal instruction issued by a superior.

**Rank** - The title of the classification held by a firefighter.

**Shall or will** - Indicates a mandatory action.





**Should** - Indicates a generally required or expected action, absent a rational basis for failing to conform.

### **102.5 Distribution of the Policy Manual**

An electronic version of the Policy Manual will be made available to all members on the department network for viewing and printing. No changes shall be made to the manual without authorization from the Fire Chief or the authorized designee.

Each member shall acknowledge that they have been provided access to, and has had the opportunity to review, the Policy Manual and Departmental Directives. Members shall seek clarification from an Officer for any provisions they do not fully understand.

### **102.6 Periodic Review of the Policy Manual**

The Policy & SOG Workgroup will ensure that this manual is periodically reviewed and updated as necessary.

### **102.7 Revisions to Policies**

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that they have reviewed the revisions and shall seek clarification from an appropriate Officer as needed.

Members are responsible for keeping informed of all Policy Manual revisions.

Officers will ensure that members under his/her command are aware of any Policy Manual revision.

All department members suggesting a revision of the contents of the Policy Manual shall forward their written suggestions to the Policy and SOG Workgroup, who will consider the recommendations and forward them to the command staff as appropriate.





## CHAPTER 2 – ORGANIZATION AND ADMINISTRATION



## **200 - ORGANIZATIONAL STRUCTURE**

### **200.1 Purpose and Scope**

The purpose of this policy is to establish the organizational structure of the St. Johns Fire Department. This policy guides the department's reporting process through the chain of command.

### **200.2 Policy**

It is the policy of the St. Johns Fire Department to organize its resources in a manner that allows for effective and efficient service delivery to the public. The St. Johns Fire Department has established its basic organizational structure that establishes the titles, reporting relationships, and general roles and responsibilities of each Officer and Chief Officer. The Department shall also maintain training records. The organizational statement and training records shall be available for inspection by the Director of the Michigan Department of Licensing and Regulatory Affairs or his/her authorized representative and by an employee or his/her authorized representative (Mich. Admin. Code, R 408.17411).

To ensure effective organizational communication, members should generally adhere to the established chain of command unless there is a good faith and reasonable basis for utilizing an alternate channel of communication.

See **200.8: SJFD Organization Chart**

### **200.3 Management and Administration**

The Fire Chief is responsible for the overall management and administration of the St. Johns Fire Department.

### **200.4 Unity of Command**

The principles of unity of command ensure efficient supervision and control within the Department. Generally, each member is accountable to a single Officer based on the designated Officer's function (e.g., Training Captain, Lieutenant, etc.) at any time for a given assignment or responsibility. Except where specifically delegated or where authority exists by virtue of policy or a special assignment (e.g., emergency incidents), any supervisor may temporarily direct the subordinate of another supervisor if an operational need exists.

### **200.5 Chain of Command**

Respect for rank is essential for administrative and operational efficiency. All St. Johns Fire Department members shall adhere to the chain of command. All members shall be thoroughly familiar with the National Incident Management System (NIMS) and the Incident Command System (ICS) and operate within their parameters throughout the duration of all emergency incidents (Mich. Admin. Code, R 408.17451).



A Lieutenant for a specific department function will be identified for each department member. This Lieutenant is the first step in the organizational chain of command, followed by the next level of commanding officer outlined in the department's organizational structure. If no Officer is available, rank will be determined by seniority.

St. Johns Fire Department members shall generally conduct department business through the established chain of command. Members shall consult with and report to the appropriate Officer when making recommendations for changes, alterations or improvements concerning department matters.

Other than the exceptions set forth below, no member of the St. Johns Fire Department shall initiate contact with any member of the governing board or with any other local, regional, state or federal official regarding any matter affecting the St. Johns Fire Department without having first informed the Fire Chief through the chain of command.

#### **200.6 Directives and Orders**

Members shall comply with lawful directives and orders from any Officer or person in a position of authority, absent a reasonable and bona fide justification.

A member who believes any written or verbal order to be unlawful or in conflict with another order shall:

1. Immediately inform the Officer issuing the order, and also the Fire Chief, of the conflict or error of the order.
2. Provide details explaining the grounds for believing there is a conflict or error.
3. Request clarification, guidance, and direction regarding following the order.
4. Request the order in writing, absent exigent circumstances, should the conflict or perceived error be unresolved.
5. Respectfully inform the Officer that they intend to disobey what they reasonably believe to be a conflicting or unlawful order.

A member's decision to disobey an order they believe to be unlawful is not a bar to discipline should the order be determined as lawful.

#### **200.7 Alternate Channels of Communication**

All members shall endeavor to keep their Chain of Command informed of any matters that may affect the safety, welfare, or operations of the Department.

Generally, any concern about a workplace situation should first be raised with the appropriate Officer or Chief Officer. It is recognized, however, that there may be occasions where the use of the established



chain of command may not be appropriate. If an issue is of a personal nature, involves a sensitive matter, is of significant importance to the Department, or involves other members or Officers, the member may consult directly with the Fire Chief.

All members are free to make or prepare to make, in good faith, any complaint that identifies ethical or legal violations, including fraud, waste, abuse of authority, gross mismanagement, violations of the law, or practices that may pose a threat to the health, safety, and security of the public or members without fear of actual or threatened discrimination, retaliation, or reprisal. Such complaints are not subject to the chain of command and may be made to any Officer.

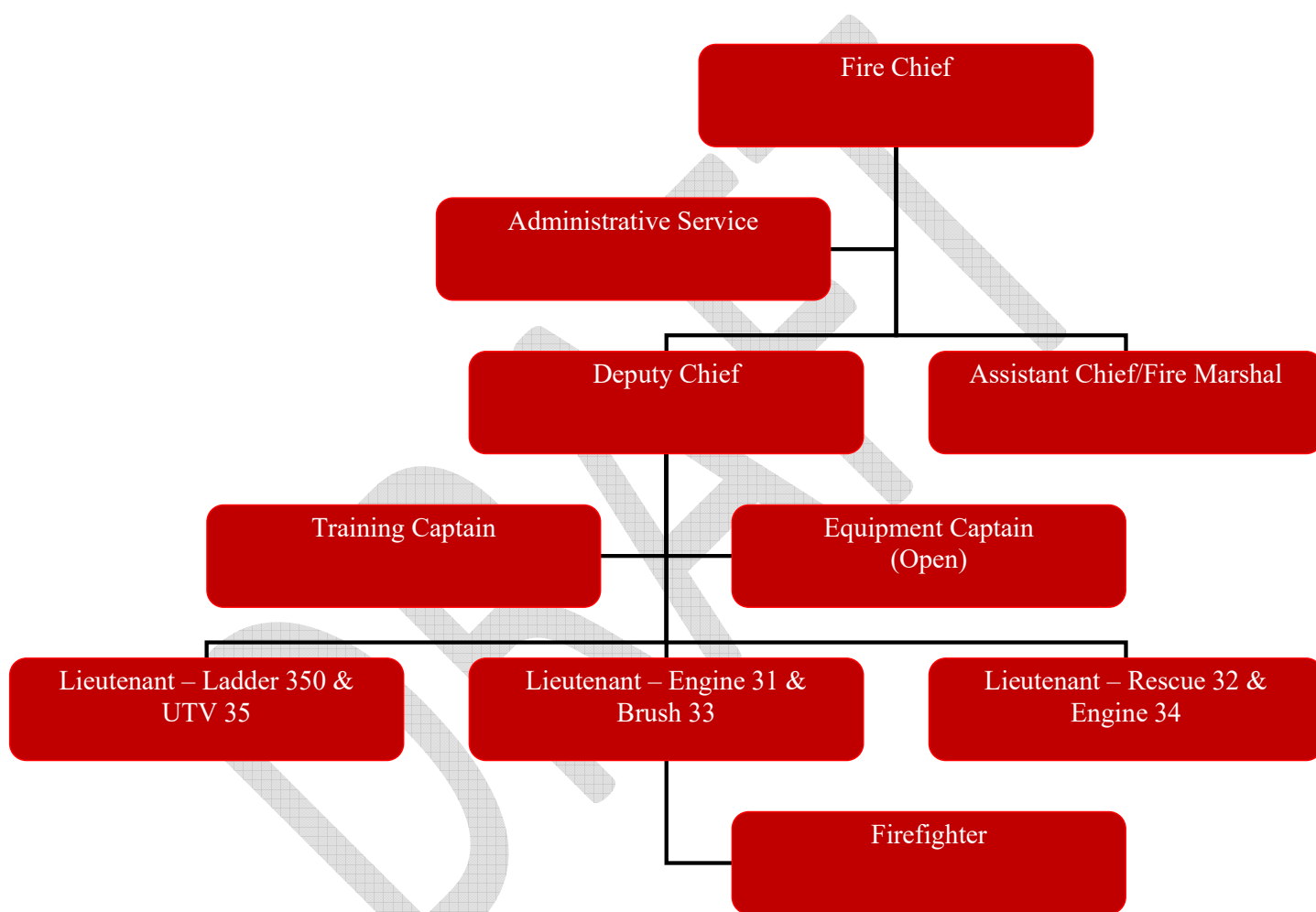
The Michigan Whistleblowers' Protection Act provides that an employer shall not discharge, threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, a violation or a suspected violation of a law, regulation, or rule promulgated pursuant to Michigan law, a political subdivision of Michigan or the United States, to a public body, unless the employee knows that the report is false, or because an employee is requested by a public body to participate in an investigation, hearing, or inquiry held by that public body, or court action (MCL 15.362).

Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, applicable state law, ordinance, or collective bargaining agreement.

Any form of reprisal or retaliation against any member for making or filing a complaint in good faith or for participating in the investigation of a complaint is prohibited. Any member engaging in any form or type of reprisal or retaliation is subject to discipline (see the Anti-Retaliation Policy).



## 200.8 SJFD Organization Chart





## **201 - DEPARTMENTAL DIRECTIVES**

### **201.1 Purpose and Scope**

The purpose of this policy is to establish a process to make immediate changes to department policy. As necessary, the St. Johns Fire Department will issue Departmental Directives that will immediately modify or change and supersede the sections of this manual to which they pertain.

### **201.2 Policy**

It is the policy of the St. Johns Fire Department to make any immediate changes to policy and procedure and as permitted and recognized to be management rights by the Michigan Employment Relations Commission. Generally, the establishment of Departmental Directives is management's prerogative but employee participation may be sought in the development of those policies.

### **201.3 Responsibilities**

The Fire Chief shall issue all Departmental Directives. They shall be responsible for communicating Departmental Directives to all members.

Departmental Directives will be rescinded upon incorporation into this manual.

All Departmental Directives shall be reviewed periodically to authenticate or determine if they are currently applicable to the mission of the Department.



## **202 - TRAINING POLICY**

### **202.1 Purpose and Scope**

It is the policy of the St. Johns Fire Department to administer a training program that will provide for the professional growth and continued development of its members. By doing so, the Department will ensure its members possess the knowledge and skills necessary to provide a professional level of service that meets the needs of the community.

### **202.2 Policy**

The St. Johns Fire Department seeks to provide ongoing training twice a month on the 1<sup>st</sup> and 3<sup>rd</sup> Monday's unless otherwise indicated. This training is considered mandatory for all members. If a member cannot attend the training then that member needs to inform the Training Captain or Chief Officer of their absence. The member may need to make up the training covered at a later date.

The St. Johns Fire Department encourages all members to participate in advanced training and formal education on a continual basis. Training is provided within the confines of funding, the requirements of a given assignment, staffing levels, and legal mandates.

Whenever possible, the Department will use courses certified by the Michigan Fire Fighter's Training Council (MFFTC), Michigan Occupational Safety and Health Administration (MIOSHA), Michigan State Police (MSP), U.S. Department of Homeland Security, or other accredited entities.

### **202.3 Objectives**

The objectives of the training program are to:

- Enhance the level of emergency services to the public.
- Increase the technical expertise and overall effectiveness of department members.
- Provide for continued professional development of department members.
- Reduce risk and enhance safety.

### **202.4 Annual Training Plan**

An annual training plan will be developed and maintained by the Training Captain. It is the responsibility of the Training Captain to maintain, review, and update the training plan on an annual basis, ensuring that all mandated training is achieved (MCL 29.369). All training records will be maintained in accordance with established records retention schedules (Mich. Admin. Code, R 408.17411).

### **202.5 Training Needs Assessment**

The Training Captain will conduct an annual training needs assessment. The needs assessment will



be reviewed by command staff. Upon approval by the Fire Chief, the needs assessment will form the basis of the training plan for the following year (Mich. Admin. Code, R 408.17411). Additionally, an ongoing needs assessment may be performed and the annual training plan may be updated to address specific training in the interest of the Department.

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## **203 - ELECTRONIC MAIL**

### **203.1 Purpose and Scope**

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the Department.

### **203.2 Policy**

The St. Johns Fire Department Chief Officers and Officers who are issued a City email account shall use email in a professional manner in accordance with this policy, local City rules, and the Michigan Freedom of Information Act (FOIA).

### **203.3 Privacy Expectation**

The St. Johns Fire Department Fire Chief and Officers forfeit any expectation of privacy with regard to emails or anything published, shared, transmitted, or maintained through file-sharing software or any internet site that is accessed, transmitted, received, or reviewed on any department technology system.

The City reserves the right to access, audit, and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received, or reviewed over any technology that is issued or maintained by the City, including the City email system, computer network, or any information placed into storage on any City system or device. This includes records of all keystrokes or web-browsing history made at any department computer or over any City. The fact that access to a database, service, or website requires a username or password will not create an expectation of privacy if it is accessed through department computers, electronic devices, or networks.

### **203.4 Restricted Use**

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration, or practices of the Department.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing, or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire department are only to be used for official business-related items that are of particular interest to all users.

### **203.5 Email Record Management**

Email may, depending upon the individual content, be a public record under the Michigan FOIA and must be managed in accordance with the established records retention schedule and in compliance with state law.



The Custodian of Records and Freedom of Information Act coordinator shall ensure that email messages are retained and recoverable as outlined in the Records Management Policy (MCL 15.232).

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## **204 - ADMINISTRATIVE COMMUNICATIONS**

### **204.1 Purpose and Scope**

The purpose of this policy is to establish guidelines, format and authority levels for the various types of administrative communication documents in existence within the Department.

### **204.2 Policy**

It shall be the policy of the St. Johns Fire Department to control the use of the name of the Department and the use of letterhead, and to ensure that official administrative communications follow a specific format and are released only by persons with the authority to do so.

### **204.3 Personnel Orders**

Personnel orders may be issued periodically by the Fire Chief to announce and document promotions, hiring of new personnel, separations, personnel and group commendations, or other changes in status.

### **204.4 Correspondence**

In order to ensure that the letterhead and name of the Department are not misused, all external correspondence should be on department letterhead.

All department letterhead should bear the signature element of the Fire Chief or designee. Members of the Department may use letterhead only for official business and with prior approval from the Fire Chief.

### **204.5 Memorandums**

Memorandums are an essential component of effective operations at all levels of the Department. For the purposes of clarity and to ensure the appropriate distribution of written communications, all memorandums between department members shall utilize a standardized format.

Memorandums are typically used to memorialize and/or summarize communication and facts. Memorandums can be generated by the Fire Chief or Officer and sent to subordinates to give direction, clarify a policy decision or request an action.

Recommendations for a standardized department memorandum format include:

- A standard heading, including the name of the department.
- The date of the memorandum.
- The intended recipient of the memorandum.
- The name and rank of the Department member creating the memorandum.
- A brief statement of the subject of the memorandum.



## **204.6 Surveys**

The Fire Chief or the authorized designee shall authorize all surveys made in the name of the Department.

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## **205 - STAFFING**

### **205.1 Purpose and Scope**

The purpose of this policy is to establish guidelines for staffing levels based on daily operational needs, and unique local or regional circumstances, consistent with Michigan law (MCL 333.20921).

### **205.2 Policy**

The Department balances the need for flexibility and discretion in using personnel to meet operational needs. While balance is desirable, the principle concern is the need to meet the operational requirements of the Department.

### **205.3 Staffing Guidelines**

In order to meet daily operational needs, the following staffing guidelines are followed:

- The Fire Chief is considered a full-time position within the City
- Two city employees are considered Contract Firefighters and respond Monday-Friday from 7 am – 4 pm from their city job when it is allowable.
- All other personnel respond from their homes or places of employment to staff an apparatus, multiple apparatus, or the station as paid-on-call personnel.



## **206 - POST INCIDENT ANALYSIS**

### **206.1 Purpose and Scope**

The purpose of this policy is to establish a uniform Post-Incident Analysis (PIA) to identify strengths and weaknesses regarding a Department response. This policy describes the various types of PIA that can be used in the evaluation of Department performance. A PIA may also be used to identify equipment needs, staffing deficiencies and training needs. The information collected during the PIA process also may be useful in justifying future funding requests for equipment, personnel and/or training.

### **206.2 Policy**

The PIA is a valuable tool to improve the overall operations of the fire service. It is the policy of this department to use the PIA as a tool to identify areas of strength and weakness within the Department on an incident-by-incident basis, for the purpose of continuous improvement.

The PIA may additionally be utilized in department-wide training to communicate continuous improvement of emergency scene operations and fireground safety.

- **206.2.1 Responsibilities**

Incident Command (IC), the Fire Chief, and officers have shared responsibility for the overall effectiveness of the PIA process.

The IC should informally analyze every incident to improve personnel performance. After every major incident or special event, the IC may develop a PIA to determine strengths, weaknesses and lessons learned about the incident operation.

Anyone may request a PIA of a particular incident. Any PIA requests must be made through the chain of command.

Any significant safety issue identified in the PIA should be addressed immediately, if it was not already resolved prior to the PIA being completed.

### **206.3 Post-Incident Analysis**

A PIA should be completed within three weeks of an incident and may result in recommendations for changes to procedures, equipment use, policy and/or training to better enable the Department to serve the community. The intent of a PIA is not to affix blame but rather to increase overall Department effectiveness.

A PIA should include lessons learned from the observation of effective and efficient methods of mitigating a major incident. These include all strategic decisions, operational issues, built-in fire protection devices and anything else that assisted in mitigating the incident.



1. A PIA may include:
  - a. Evaluation of the overall operational effectiveness.
  - b. Evaluation of safety procedures.
  - c. Evaluation of the success or failure of tactical objectives.
  - d. Evaluation of the application and effectiveness of policies and/or guidelines.
  - e. Specific knowledge that might be beneficial.
2. The information gained from a PIA should be used to:
  - a. Reinforce the incident management system.
  - b. Evaluate current training programs and/or identify training needs.
  - c. Evaluate current policies and guidelines.
  - d. Identify equipment problems/concerns.
  - e. Evaluate fire prevention inspection and public education effectiveness.

## **206.4 Types of Post-Incident Analysis**

- **206.4.1 “Tailboard Talk”**

An incident “tailboard talk” may be performed at the incident scene prior to the release of equipment or personnel. A tailboard talk is a meeting of all involved personnel on-scene. It is an informal briefing of the incident, the actions taken and the problems encountered. The IC may present an analysis with key companies or crews while they are on-scene. The advantage to this is that crews are present and all aspects of the call are still fresh. One disadvantage to a tailboard talk might occur during medical incidents, when some members may be caring for patients and are unable to participate.

- If the analysis takes place while on-scene, it is the responsibility of the IC to:
  - Meet in a safe area, even if it requires relocating to another area.
  - Ensure that the meeting area is inaccessible to public and media.
  - Consider the impact of downtime.
  - Consider public perception.
- **206.4.2 Informal PIA**

An informal PIA is used following smaller incidents, such as vehicle fires or medical incidents. The IC or a designated representative should arrange for and conduct the informal analysis.



- 206.4.3 Formal PIA
  - A formal PIA should be conducted following all:
    - Structure fires.
    - Hazardous materials incidents
    - Unusual incidents identified by the IC or other Officers.

A written After Action Report (AAR) may be developed summarizing the PIA.

All copies of written PIAs and AARs developed should be filed electronically.

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## 207 - ST. JOHNS FIRE DEPARTMENT ASSOCIATION

### 207.1 Purpose and Scope

The purpose of this policy is to ensure that activities associated with the St. Johns Fire Department Association are consistent with its bylaws and exemption requirements as a 501(c)(3) organization.

#### 208.1.1 Definitions

Definitions related to this policy include:

**Fundraising** - The collection of money through donations, sales or event programming for the purpose of charitable donation or organizational budget enhancement.

### 207.2 Policy

All St. Johns Fire Department members may be a part of the St. Johns Fire Department Association. If a member or their spouse is a part of the Association, they are subject to the rules defined in the Association Bylaws.

### 207.3 About the Association

The St. Johns Fire Department Association is [a 501\(c\)\(3\)](#) organization, organized to serve as a governing body for the firefighters association and to support the department by maintaining a high morale in interests within the department and improving equipment whenever possible.

The St. Johns Fire Department Association maintains its own set of by-laws,

All fire department members can be active members of the association.

Any solicitation of funds, petty cash management, and fundraising is conducted in accordance with the bylaws of the Association.



## **208 - BILLING FOR FIRE DEPARTMENT SERVICES**

### **208.1 Purpose and Scope**

The purpose of this policy is to ensure that all activities associated with the billing for services by the St. Johns Fire Department are done in accordance with city ordinance.

### **208.2 Policy**

Any billing for services provided by the St. Johns Fire Department are to be done in accordance with the city ordinance and costs will be in accordance with the Fee Schedule set each fiscal year by the City of St. Johns City Commission.

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## CHAPTER 3 – GENERAL OPERATIONS



## **300 - PERFORMANCE OF DUTIES**

### **300.1 Purpose and Scope**

This policy established performance expectations for the members of the St. Johns Fire Department.

### **300.2 Policy**

It is the policy of the St. Johns Fire Department to provide safe and appropriate emergency response services and for its members to provide professional and competent services.

### **300.3 Emergency Response**

All members on duty or who can respond from their home shall respond immediately to the emergency dispatched and exert reasonable effort to perform to the best of their ability, given the totality of circumstances.

### **300.4 Responsibilities**

All members should be familiar with and in compliance with these policies, standard operating guidelines, and any other lawful instruction.

All members shall exercise reasonable precautionary measures and sound judgment to avoid injury to themselves or others while on-duty. Members who witness or are made aware of unsafe behavior should take appropriate steps to report or prevent such actions. Members shall:

1. Use personal protective equipment.
2. Report defective equipment, tools or other hazardous conditions.
3. Not remove safeguards from equipment except when necessary to service. The safeguard or equivalent shall be replaced before returning the equipment to operation.
4. Only perform those duties that you are trained to do.



## 301 - EMERGENCY RESPONSE

### 301.1 Purpose and Scope

The purpose of this policy is to ensure a safe and appropriate response to emergencies while maintaining the safety of department members and the public by requiring operators of department vehicles to conform to applicable Michigan laws and regulations during an emergency response.

#### 301.1.1 Definitions

Definitions related to this policy include:

**Authorized emergency vehicle** - Fire department vehicles, ambulances, and privately owned vehicles of volunteer or paid members if authorized by the chief of an organized fire department (MCL 257.2).

**Emergency response** - Any call for service or assistance involving fire, explosion, or violent rupture; human rescue; human entrapment; illness or injury; hazardous materials release or threat of contamination; flooding; threatened or actual acts of violence; any explosive, bomb, or threatened bombing; any act of terrorism; any natural disaster; or any other circumstance that presents a threat to life-safety or property.

### 301.2 Policy

It is the policy of the St. Johns Fire Department to respond to all emergency calls.

### 301.3 Emergency Calls

Fire personnel dispatched to an emergency shall proceed immediately, continuously operate emergency lighting equipment and sound the siren or other lawful audible device as may be reasonably necessary (MCL 257.603).

Responding with emergency lights and siren or other lawful audible device does not relieve personnel of the duty to continue to drive with due regard for the safety of all persons. The use of any other warning equipment without a red or blue light and siren or other lawful audible device does not provide any exemption from the Michigan Vehicle Code.

Personnel should only respond with emergency lights, sirens, or other lawful audible devices when dispatched to an emergency or when circumstances reasonably indicate an emergency response is required.

Personnel not authorized to respond with emergency lights and sirens or other lawful audible devices shall observe all traffic laws and proceed without the using emergency lights and sirens or other lawful audible devices.



### **301.4 Responsibilities of Responding Personnel**

Emergency vehicle operators shall exercise sound judgment and care, with due regard for life and property, while operating a vehicle en route to an emergency response (MCL 257.632).

In addition, emergency vehicle operators shall reduce speed at all street intersections and should come to a complete stop at all blind street intersections or intersections where there is either a red light, a flashing red light, or a stop sign. Emergency vehicle operators should also come to a complete stop at intersections whenever they reasonably believe they cannot account for traffic in approaching lanes or when vehicles have not yielded the right-of-way. After coming to a complete stop, emergency vehicle operators should only proceed when it is safe to do so.

The decision to continue an emergency response is at the discretion of the emergency vehicle operator, Officer, or senior firefighter. If, in the judgment of either individual, the roadway conditions or traffic congestion do not permit such a response without unreasonable risk, the response may be continued without using red lights and sirens at the legal speed limit. In such an event, Dispatch shall be promptly notified.

### **301.5 Failure of Emergency Equipment**

If the emergency equipment on the vehicle should fail to operate, the vehicle operator must terminate the emergency response and respond accordingly. Dispatch shall be notified of the equipment failure in all cases so that another apparatus may be assigned to the emergency response.

### **301.6 Seatbelts**

All persons driving or riding in fire department apparatus shall be seated in approved riding positions with seatbelts or safety restraints fastened at all times when the vehicle is in motion.

The driver shall not begin to move the apparatus until all passengers are seated and properly secured. All passengers shall remain seated and secured as long as the apparatus is in motion. Seatbelts shall not be loosened or released while en route to dress or don equipment.

Members shall not attempt to mount or dismount from a moving vehicle under any circumstances.

### **301.7 Lights and Sirens Use**

1. All fire calls, personal injury accident calls, and hazardous materials calls may receive a lights and sirens response.
2. Assist to EMS may receive a lights and sirens request when priority response is requested by EMS on scene.

3. Officers discretion based upon dispatch information

3.



### **301.8 Lights and Sirens on a Privately Owned Vehicle (POV)**

Equipping a POV with emergency lights and sirens must be authorized by the Fire Chief (MCL 257.2)

The firefighter must have completed all required training before requesting approval from the Fire Chief to equip their POV with lights and sirens.

Emergency vehicle operators shall exercise sound judgment and care, with due regard for life and property, while operating a vehicle en route to an emergency response (MCL 257.632).

In addition, emergency vehicle operators shall reduce speed at all street intersections and should come to a complete stop at all blind street intersections or intersections where there is either a red light, a flashing red light, or a stop sign. Emergency vehicle operators should also come to a complete stop at intersections whenever they reasonably believe they cannot account for traffic in approaching lanes or when vehicles have not yielded the right-of-way. After coming to a complete stop, emergency vehicle operators should only proceed when it is safe to do so.

### **301.9 Personnel Responding Directly to a Scene**

Only Officers may respond directly to a scene unless a firefighter is directed or authorized to do so.

If a firefighter believes that responding to a scene may make a difference in life-saving efforts (e.g., cardiac arrest, personal injury accident, etc.) they are authorized to do so at their judgement without repercussions.

If not responding directly to a scene then personnel should respond to the station to get the appropriate apparatus for the nature of the call.

### **301.10 Personnel Responding to a Call with their Child(ren)**

Children of fire department personnel may not ride in any fire department apparatus that is responding to a call.

Children of fire department personnel may ride in fire department apparatus for the purpose of a community event (i.e., parade).

If a firefighter responds to a call and has their child(ren) with them the child(ren) may be left at the station under appropriate adult supervision.



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## **302 - APPARATUS RESPONSE ORDER**

### **302.1 Purpose and Scope**

The purpose of this policy is to determine the type of apparatus that should respond in accordance with the nature of the emergency call.

### **302.2 Policy**

It is the policy of the St. Johns Fire Department for its members to adhere to the established apparatus response order to ensure the appropriate resources are being deployed for emergency response.

### **302.3 Apparatus Response According to Nature of Call**

#### **EMS Assist**

1. Command Car 300 [\(If Officer has Command Car\)](#)
2. Engine 34

#### **Structure Fire**

1. Command Car 300 [\(If Officer has Command Car\)](#)
2. Engine 34
3. Engine 31
4. Rescue 32
5. Ladder 350
6. Brush 33

#### **Residential or Commercial Fire Alarm without Indication of Fire**

1. Command Car 300 [\(If Officer has Command Car\)](#)
2. Engine 34

#### **Personal Injury (PI) Accident**

1. Command Car 300 [\(If Officer has Command Car\)](#)
2. Engine 31
3. Rescue 32

#### **Wildland Fire**

1. Command Car 300 [\(If Officer has Command Car\)](#)



2. Brush 33
3. UTV 35
4. Engine 31
5. Engine 34

#### Water or Ice Rescue

1. Command Car 300 [\(If Officer has Command Car\)](#)
2. Rescue 32
3. Engine 34

#### Fuel Spill

1. Command Car 300 [\(If Officer has Command Car\)](#)
2. Rescue 32

#### Utility Line Complaint

1. Command Car 300 [\(If Officer has Command Car\)](#)
2. Brush 33

#### Mutual Aid Request (Structure Fire)

- If the request is for "An Engine and/or Manpower" only:
  - [Command Car 300 \(If Officer has Command Car\)](#)
  - Engine 31
- If the request is for a Tanker:
  - [Command Car 300 \(If Officer has Command Car\)](#)
  - Engine 31
- If the request is for a Ladder Truck:
  - [Command Car 300 \(If Officer has Command Car\)](#)
  - Ladder 350



## 303 - INCIDENT MANAGEMENT

### 303.1 Purpose and Scope

The purpose of this policy is to specify an organizational structure for incident management that integrates and coordinates a combination of procedures, personnel, equipment, and communications,

#### 303.1.1 Definitions

Definitions related to this policy include:

**Incident Command System (ICS)** - is a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective

**Incident Commander** - the person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved.

**National Incident Management System (NIMS)** - directs the creation of a comprehensive, national approach to incident management.

**Safety Officer** - monitors incident operations and advises the Incident Commander or Unified Command (IC/UC) on all matters relating to operational safety, including the health and safety of emergency responder personnel.

**Unified Command** – an authority structure in which the role of incident commander is shared by two or more individuals, each already having authority in a different responding agency.

### 303.2 Policy

It is the policy of the St. Johns Fire Department to utilize the Incident Command System (ICS) for managing all emergency operations. ICS is a function of the Command and Coordination component of the National Incident Management System (NIMS). All emergency operations-related activities shall be managed in accordance with established ICS/NIMS methods and procedures.

### 303.3 Standard Operating Guidelines

The following includes, but is not limited to, the considerations Incident Command will need to recognize in order to coordinate incident efforts effectively.

#### Initial Size-up

- Arrival on scene
- Brief description of structure (e.g., single-story/single family, two-story multi-family, three-story apartment building)



- Brief description of the situation (e.g., nothing showing, fully involved, fire on the second floor A/B corner)
- Assume Command (e.g., 301 will be Clinton Ave. Command)
- Request the appropriate radio talkgroup if not already assigned
- Conduct a 360
- Declaration of strategy (offensive, defensive, transitional)
- Declare visual safety concerns
- Request additional resources needed
- Establish appropriate Incident Facilities (e.g., Incident Command Post, Staging, Rehabilitation, etc.)

#### Initial Risk Assessment

- Risk a lot.
- Risk a little.
- Risk nothing.

#### Command Structure

- Objective and strategic level – overall command and control function of the incident
- Tactical level – assigns operational objectives
- Task level – carries out specific assignments

#### Incident Action Plan (IAP)

- Offensive, defensive, transitional
- Organizational structure (e.g., Incident Command, Safety Officer, Public Information Officer, Operations Section Chief)
- Accountability
- Water Supply
- Hose Deployment
- Ventilation
- Rapid Intervention Crews (RIC)



- Primary search, secondary search, fire control
- Communications
- Utilities
- Safety
- American Red Cross

#### Communications

- All communications by responding departments are to be channeled through Incident Command unless otherwise designated by Command

#### Standard Geographic and Functional Designations

- Sides of the structure (A, B, C, D) with side A being the address side and moving clockwise around the structure.
- Exposures – other property that is threatened
- Divisions: operations in a defined geographical area (e.g., Division 1 is the first floor, Division 2 is the second floor, Division Charlie is C side)
- Groups – organizational level responsible for functional assignments (e.g., ventilation, search and rescue, suppression, extrication, medical)

#### Safety

- Personal Protective Equipment (PPE)
- Personnel Accountability Report (PAR Check)
  - Dispatch will request PAR every 15 minutes after arrival the of the first apparatus. When PAR is no longer needed a request may be made to dispatch to discontinue PAR checks.
- Continuous risk assessment
- Rapid Intervention Crews (RIC)
- Collapse zones and debris
- Rehabilitation

#### Transfer of Command

- It should take place face-to-face with the incoming Incident Commander.



- The incoming Incident Commander should receive a briefing that includes incident conditions, the current Incident Action Plan, progress, safety concerns, resources assigned, and needs for additional resources.
- Once the transfer of command is complete the change should be announced to all personnel operating on the fireground.

#### Termination

- Command shall be in effect until the release of all units.
- Termination shall be communicated to central dispatch.

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### 303.4: Example Tactical Worksheet – Structure Fire

<b>Dispatch Time:</b>	<b>Water on Fire:</b>	<b>Under Control:</b>
<b>Radio Channel:</b>		<b>Weather:</b>
<b>360</b> – Conditions, actions, needs, location of fire, basement (involved/not), hazards, exposures <b>Priorities (LIPER)</b> – Life Safety, Incident Stabilization, Property Conservation, Environment, Recovery <b>Attack Mode</b> – Transitional, Offensive, Defensive <b>Establish Staging &amp; Accountability</b>		
<b>Hose Pulled</b> <input type="checkbox"/> Trash Line <input type="checkbox"/> Crosslay(s) – Driver/Passenger <input type="checkbox"/> Blitz Line	<b>Water Source</b> <input type="checkbox"/> Hydrant <input type="checkbox"/> No Hydrant – What's the plan?	<b>Mutual Aid</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Notes</b>		
<b>1<sup>st</sup> PAR Check</b> <input type="checkbox"/> Water on Fire <input type="checkbox"/> Primary Search Complete <input type="checkbox"/> Water Supply Established <input type="checkbox"/> RIT/EMS/On-Deck <input type="checkbox"/> Structural Integrity <input type="checkbox"/> Review Risk Analysis	<b>2<sup>nd</sup> PAR Check</b> <input type="checkbox"/> Under Control or Change Tactics? <input type="checkbox"/> Rotate Personnel <input type="checkbox"/> Utilities <input type="checkbox"/> Road Commission	<b>Mayday</b> <input type="checkbox"/> Announce Emergency Traffic <input type="checkbox"/> Obtain LUNAR Report <input type="checkbox"/> Activate RIT <input type="checkbox"/> Request Additional Fire/EMS <input type="checkbox"/> Assign Additional RIT <input type="checkbox"/> Review Risk Analysis
<b>Other ICS Positions Established</b> <input type="checkbox"/> Safety <input type="checkbox"/> Operations – Suppression/Water Supply <input type="checkbox"/> <input type="checkbox"/>	<b>Other Considerations</b> <input type="checkbox"/> Rehab <input type="checkbox"/> Light/Air <input type="checkbox"/> Red Cross <input type="checkbox"/> Public Information	



## 304 - FIREGROUND ACCOUNTABILITY

### 304.1 Purpose and Scope

The purpose of this policy is to increase firefighter safety by establishing accountability systems for keeping track of all personnel operating at the scene of an emergency incident as required by Michigan law (Mich. Admin. Code, R 408.17451).

#### 304.1.1 Definitions

Definitions related to this policy include:

**Personnel Accountability Report (PAR)** - A roll call of all operations members assigned to an incident at specified times; a PAR is designed to account for each member's location and activity and to verify his/her safety.

### 304.2 Policy

It is the policy of this department that supervisors periodically account for members working under their direction during emergency incidents and that all members participate in accountability systems (Mich. Admin. Code, R 408.17451).

### 304.3 Responsibilities

A personnel accountability system shall be established and implemented using thorough training procedures (Mich. Admin. Code, R 408.17411; Mich. Admin. Code, R 408.17451).

This system should constantly monitor the status of all emergency personnel, both department members and personnel from assisting agencies, during emergency incidents from their arrival until their official release from the incident.

A personnel accountability system should be used primarily to track personnel, not resources. However, on small incidents one individual may be responsible for tracking both personnel and resources.

A written personnel accountability system, such as the Incident Command System (ICS) Form ICS-201 for Incident Commanders (ICs) or some similar process, should be used and a status board should be maintained.

A sufficient tracking method should be implemented for each organizational element established to account for personnel during all phases and at all locations of an incident.

All members are responsible for participating in the accountability system, including checking in at approved locations. This includes members who arrive on-scene individually or in privately owned vehicles.

The IC should designate an accountability officer to monitor who is in charge of each area, what crews





are assigned to each area, where each area is located and the area assignment.

### **304.4 Reporting**

Ongoing, routine strategic and tactical accountability at all emergency incidents should be accomplished through periodic reporting or visual observation. This can be accomplished through concise reports that include conditions, actions and needs, also called a Conditions, Actions, Needs (CAN) report. Members should also make the following reports:

- Emergency situations
- Inability to meet objective with revised timeline and/or resource requests
- Notification of completed actions
- Change in tactics
- Change in fire conditions, such as crossing planned control lines

#### **304.4.1 Personnel Accountability Report (PAR)**

For structure fires, a PAR is conducted every 15 minutes in accordance with Clinton County Central Dispatch Procedure. The IC may discontinue regular PARs when incident stabilization is achieved and hazards are sufficiently reduced.

In addition, PARs should be conducted by the IC after any change in conditions that may alter or affect firefighter safety, such as an increase in fire conditions, fire crossing planned control lines or trigger points or after ordering an emergency evacuation of an area.

A PAR should be conducted for each organizational element where operations personnel are working. If any person involved in the operation is unaccounted for, emergency procedures should be initiated, including notification to the IC.



## 305 - TWO-IN TWO-OUT/RAPID INTERVENTION TEAM (RIT)

### 305.1 Purpose and Scope

The purpose of this policy is to increase firefighter safety by implementing procedures for safeguarding and rescuing firefighters who are operating in environments that are immediately dangerous to life or health (IDLH).

This policy applies to all members assigned to an incident and is designed to ensure immediate assistance for members who become lost, trapped, or injured by adhering to the two-in/two-out standard and designating rapid intervention teams (RITs).

#### 305.1.1 Definitions

Definitions related to this policy include:

**Immediately dangerous to life or health (IDLH)** - Any atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere. Interior atmospheric conditions at structure fires beyond the incipient stage are considered IDLH, as are a variety of rescue types.

**Mayday** - The nationally adopted "call for help" term used to indicate that an emergency responder is in a situation of imminent peril where they are in need of immediate help.

**Rapid Intervention Team (RIT)** - A formalized designated group of individuals or companies whose sole function is to prepare, monitor, and provide for effective emergency rescue of responders in IDLH atmospheres.

### 305.2 Policy

It is the policy of the St. Johns Fire Department to ensure that adequate personnel are on-scene before interior operations begin in any IDLH environment. However, this policy does not preclude firefighters from performing emergency rescue activities before an entire team has assembled.

### 305.3 Pre-Deployment

Before initiating any fire attack in any IDLH environment with no confirmed rescue in progress, members should ensure sufficient resources are on-scene to establish two-in/two-out procedures (29 CFR 1910.134; Mich. Admin. Code, R 408.17451).

1. Members should ensure that at least two firefighters using self-contained breathing apparatus (SCBA) enter the IDLH environment and remain in voice or visual contact with one another at all times.
2. At least two additional firefighters should be located outside the IDLH environment.



- a) One of the two outside firefighters may be assigned to an additional role so long as the individual can perform assistance or rescue activities without jeopardizing the safety or health of any firefighter working at the incident.

### **305.4 Initial Deployment**

During the initial phase of an incident, confirmed rescues should take priority. When a confirmed rescue is identified during the initial phase of an incident, emergency rescue activities may be performed before a designated RIT has assembled.

All members operating in IDLH environments should be tracked and accounted for at all times, except when it would preclude firefighters from performing emergency rescue activities during the initial phase of the incident (Mich. Admin. Code, R 408.17451).

### **305.5 RIT Responsibilities**

The RIT should be assembled from resources at the scene, whose sole function is to prepare for, monitor, and provide effective emergency rescue for responders.

1. To the extent possible, visual and voice communication should be maintained between those working in the IDLH environment and the RIT outside the IDLH environment.
2. RIT members should not be involved in any other duties that divert attention or resources away from their primary mission of responder rescue.
3. Additional companies may be assigned to the RIT as conditions warrant. For large incidents with multiple points of entry, multiple RITs should be considered.

### **305.6 Emergency Deployment of RIT**

When a Mayday firefighter-down or firefighter-missing broadcast is transmitted, all non-emergency radio traffic should be cleared from the radio channels that the missing or trapped firefighter is using. Non-affected personnel should switch to other tactical frequencies. At least two individuals should be dedicated solely to monitoring the tactical channel. One person should be responsible for gathering information on the identity, location, and condition of the trapped or missing firefighter, while the second person should communicate with the trapped or missing firefighter and offer support on the tactical channel.

For an emergency deployment of a RIT, a Rescue Group Supervisor position should be activated to coordinate the rescue as well as any fire activities in support of the rescue effort. Other divisions and groups may support the Rescue Group Supervisor's efforts by diverting fire spread through horizontal or vertical ventilation to draw fire away from the affected rescue areas and by placing hose streams to check fire spread and protect rescue efforts.



The RIT supervisor should notify the Rescue Group Supervisor before making entry for emergency rescue. The Rescue Group Supervisor should provide any assistance that is appropriate to the situation. Additional resources should be ordered as needed, including additional RITs, medical treatment and transportation groups, or other organizational elements.

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## **306 - MAYDAY**

### **306.1 Purpose and Scope**

The purpose of the policy is to have pre-planned guidelines for a MAYDAY. Having pre-planned guidelines for a MAYDAY will give the Incident Commander more freedom to concentrate on the rescue operation and not be distracted by the time-consuming yet necessary task of requesting additional resources.

#### **306.1.1 Definitions**

Definitions related to this policy include:

**MAYDAY** - an international radiotelephone signal word used as a distress call, to introduce a distress message, or by distress traffic.

### **306.2 Policy**

It is the policy of the St. Johns Fire Department to adopt a guideline for MAYDAY declaration and to train all personnel on why a MAYDAY is called and who can call a MAYDAY.

### **306.3 General Information**

#### **Why is a MAYDAY Called?**

Transmitting a MAYDAY is an indication that a life-threatening situation has developed. These situations include, but are not limited to, an indication of imminent collapse, structural collapse that has occurred, an unconscious firefighter, life-threatening injuries or a missing firefighter.

#### **Who Can Call a Mayday?**

All members are empowered and should be at a level where they feel comfortable in being able to identifying imminent danger and then appropriately follow that up with the decision to transmit a MAYDAY.

#### **What If You Are Trapped?**

If firefighters find themselves trapped and can still be able to communicate via radio, then crucial information will be needed by the rescue teams. Where are they located? What is the problem? Is any special tool or piece of equipment needed to rescue them? The answer to these and other questions determines the direction of the rescue effort.

### **306.4 Standard Operating Guidelines**

1. If an indication that a life-threatening situation has developed, the firefighter should announce MAYDAY three times (MAYDAY, MAYDAY, MAYDAY) over the radio. A firefighter may also use the alert tone on their portable radio to alert dispatch and the Incident Commander of the



life-threatening situation. The alert will display directly to Central Dispatch and will make an audible sound to alert the dispatcher.

2. Central Dispatch should acknowledge and repeat the traffic so all fireground personnel on the scene are aware of the MAYDAY. They will also confirm with the Incident Commander on the assigned talkgroup that the MAYDAY has been heard.
3. Central Dispatch has additional procedures to include alert tones and the announcement of all other radio traffic being moved to a new talkgroup.
4. All radio transmissions should be kept to an absolute minimum. Only those transmissions that are directly related to the MAYDAY should take place.
5. Firefighters must be cognizant and all fireground activities underway should continue. Firefighters should not exit the structure or incident area unless told to do so by the Incident Commander.
6. Once acknowledged, the Incident Commander should ask for a LUNAR report from the firefighter calling MAYDAY. The firefighter should provide the following in the LUNAR report.
  - a. **L** – Location (e.g., second floor)
  - b. **U** – Unit (e.g., suppression, search and rescue, etc.)
  - c. **N** – Name (e.g., 608)
  - d. **A** – Air Supply/Assignment (e.g., 2500 psi)
  - e. **R** – Resources Needed (e.g., ladder, RIT bag, etc.)
7. Once the LUNAR report is provided, the Incident Commander should acknowledge the report and maintain constant communications with the firefighter transmitting the MAYDAY as rescue efforts commence.
8. The firefighter transmitting the MAYDAY should utilize other tools and equipment to aid in their search, including activating their Personal Alert Safety System (PASS), making noise with their tools, or attempting self-rescue by following a hose line to the outside of the structure using the “smooth, bump, bump to the pump” memory aid for moving towards an exit.
9. The Incident Commander will organize a systematic and disciplined rescue effort with the resources available and incoming.
10. Central Dispatch will automatically request an additional EMS unit until advised that more units are needed.
11. The Incident Commander will request additional units and specialty teams, if needed.



12. Notify all personnel on the fireground when the MAYDAY is cleared.

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### 306.5 Example MAYDAY Checklist

<b>MAYDAY</b>	Talk Group		Time MAYDAY <u>Called</u>		Time MAYDAY <u>Cleared</u>	
<b>WHO</b>		<b>WHAT</b>		<b>WHERE</b>		
Confirm MAYDAY		"Command to all units on scene, a MAYDAY has been declared. STOP all routine radio traffic & continue operations. The following units are assigned to the MAYDAY Branch (read units). Stand by for accountability check."				
Scene Announcement						
<u>Location</u> of the MAYDAY						
<u>Unit</u> with MAYDAY						
<u>Name</u> of Member(s)						
<u>Air</u> Status						
<u>Resources</u> Needed						
Advise Actions		"Command to (unit)_____, activate your Personal Alert Safety System (PASS), make noise with your tools, attempt self-rescue by following a hoseline to outside of the structure using the "smooth, bump, bump to the pump" memory aid for moving towards an exit."				
Deploy RIT – Action Plan		"Command to RIT, deploy to _____ for (units)_____"				
Verify with Dispatch		"Command to dispatch, a MAYDAY has been declared at (address)." Give LUNAR." Dispatch should automatically request an additional EMS unit.				
Request Additional Resources						
Continue Fire Attack		"Command to Fire Attack (or Division/Group), continue operations while RIT works."				
Conduct Accountability		"Command to Division 1, PAR", wait for response, "Command to Roof, PAR", etc. Division/Group Supervisors report units/# of personnel operating, what action is being done, and announces "PAR", or announces missing members.				
Assign MAYDAY Branch Director						
Assign RIT Safety Officer						
Establish Point of Entry Accountability						
ALS Resources						
Create Defendable Space						
Develop Alternative Strategies						
Control Unassigned Resources						
Risk Assessment						
Information Release						





NOTIFY ALL when MAYDAY is CLEARED	
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## **307 - STAGING**

### **307.1 Purpose and Scope**

An incident scene can quickly become congested with emergency equipment if the equipment is not managed effectively. The purpose of this policy is to provide guidelines for staging at emergency incidents.

### **307.2 Resource Staging**

Staging areas are locations designated within the incident area to temporarily position resources that are available for assignment. Resource staging at emergency incidents will be conducted using the procedures, guidelines, and positions consistent with the department's Incident Command System (ICS).

As incident resources grow, the Incident Commander (IC) should identify a Staging Area Manager to maintain the staging area resources so they are ready for assignment. At the conclusion of the incident, the staging area manager should demobilize units with the approval of the IC.

During firefighting operations or on smaller, short-term incidents, identifying and selecting a primary staging location for incoming units should be based primarily on placing incoming resources in a safe location while providing for their rapid deployment when needed. Generally, resources will stage one block from the incident until assigned by the IC.

### **307.3 Stage-Away**

The stage-away option should be used in any incident where there may be a violent encounter. A violent encounter should be anticipated in, but not limited to, the following categories of calls for service:

- Shootings or shots-fired
- Stabbings
- Civil disturbance
- Criminal gang activity
- Attempted suicide
- Domestic disputes
- Assault & Battery
- Bomb incidents



It is the policy of the St. Johns Fire Department to use a nonstandard and defensive response profile when responding to calls for service involving known or suspected violent subjects. When responding to calls involving known or suspected violent subjects, department members should take the following actions:

1. Whenever possible, Clinton County Central Dispatch should determine if violent subjects are involved in any call for service and, if so, include that information in the initial dispatch. The responding units should be advised to stage away from the scene. Any time Dispatch or any of the responding crews receive additional information indicating that violent subjects are at the scene of a call, the response should be upgraded to a stage-away incident.
2. The officer of the first-in responding unit will normally identify a staging area for all responding units. The staging point should be located two or more blocks away from the incident scene, out of the direct line of sight of the incident, and should not require that the responding units drive by the incident to reach the staging area. The officer should also confirm with Dispatch that law enforcement is responding to the incident.
3. All responding units should acknowledge the call to stage-away and confirm the staging location upon arrival. All units should avoid driving by or through the line of sight of the incident until it is determined safe to enter the scene.
4. All units should report "staging" upon arrival at the staging area.
5. All units should remain staged away from the incident scene until notified that law enforcement has determined that the scene is safe to enter or until reliable information is received confirming that no violent subjects remain at the scene.



## **308 - STRUCTURE FIRE**

### **308.1 Purpose and Scope**

The purpose of this policy is to provide guidance for structure fire incidents.

### **308.2 Policy**

It is the policy of the St. Johns Fire Department to provide structure fire suppression services. The St. Johns Fire Department will utilize the Incident Command System (ICS) for managing structure fire firefighting operations.

### **308.3 Standard Operating Guidelines**

The following includes, but is not limited to, the considerations Incident Command will need to recognize in order to coordinate incident efforts effectively.

#### **Initial Size-up**

- Arrival on scene
- Brief description of the structure (e.g., single-story/single family, two-story multi-family, three-story apartment building)
- Brief description of the situation (e.g., nothing showing, fully involved, fire on the second floor A/B corner)
- Assume Command (e.g., 301 will be E. State St. Command)
- Request the appropriate radio channel if not already assigned
- Conduct a 360
- Declaration of strategy
- Declare visual safety concerns
- Request additional resources needed
- Establish appropriate incident facilities/locations (e.g., Incident Command Post, Staging, Rehabilitation, etc.)

#### **Initial Risk Assessment**

- Risk a lot.
- Risk a little.
- Risk nothing.



## Command Structure

- Objective and strategic level – overall command and control function of the incident
- Tactical level – assigns operational objectives
- Task level – carries out specific assignments

## Incident Action Plan (IAP)

- Offensive, defensive, transitional
- Organizational structure (e.g., Incident Command, Safety Officer, Public Information Officer, Operations Section Chief)
- Accountability
- Water Supply
- Hose Deployment
- Ventilation
- Rapid Intervention Crews (RIC)
- Primary search, secondary search, fire control
- Communications
- Utilities
- Safety
- American Red Cross

## Communications

- All communications by responding departments are to be channeled through Incident Command unless otherwise designated by Command

## Standard Geographic and Functional Designations

- Sides of the structure (A, B, C, D) with side A being the address side and moving clockwise around the structure.
- Exposures – other property that is threatened
- Divisions: operations in a defined geographical area (e.g., Division 1 is the first floor, Division 2 is the second floor, Division Charlie is the C side)



- Groups – organizational level responsible for functional assignments (e.g., ventilation, search and rescue, suppression, extrication, medical)

#### Safety

- Personal Protective Equipment (PPE)
- Personnel Accountability Report (PAR Check)
  - Dispatch will request PAR every 15 minutes after arrival of the first apparatus. When PAR is no longer needed a request may be made to dispatch to discontinue PAR checks.
- Continuous risk assessment
- Rapid Intervention Crews (RIC)
- Collapse zones and debris
- Rehabilitation

#### Transfer of Command

- It should take place face-to-face with the incoming Incident Commander.
- The incoming Incident Commander should receive a briefing that includes incident conditions, the current Incident Action Plan, progress, safety concerns, resources assigned, and needs for additional resources.
- Once the transfer of command is complete the change should be announced to all personnel operating on the fireground.

#### Termination

- Command shall be in effect until the release of all units.
- Termination shall be communicated to central dispatch.



### 308.4 Attachment B: Example Tactical Worksheet – Structure Fire

<b>Dispatch Time:</b>		<b>Water on Fire:</b>		<b>Under Control:</b>	
<b>Radio Channel:</b>			<b>Weather:</b>		
<b>360</b> – Conditions, actions, needs, location of fire, basement (involved/not), hazards, exposures <b>Priorities (LIPER)</b> – Life Safety, Incident Stabilization, Property Conservation, Environment, Recovery <b>Attack Mode</b> – Transitional, Offensive, Defensive <b>Establish Staging &amp; Accountability</b>					
<b>Hose Pulled</b> <input type="checkbox"/> Trash Line <input type="checkbox"/> Crosslay(s) – Driver/Passenger <input type="checkbox"/> Blitz Line		<b>Water Source</b> <input type="checkbox"/> Hydrant <input type="checkbox"/> No Hydrant – What's the plan?		<b>Mutual Aid</b> <input type="checkbox"/> DTFD – Truck/Engine/Tanker <input type="checkbox"/> LSW – Engine/Tanker <input type="checkbox"/>	
<b>Notes</b>					
<b>1<sup>st</sup> PAR Check</b> <input type="checkbox"/> Water on Fire <input type="checkbox"/> Primary Search Complete <input type="checkbox"/> Water Supply Established <input type="checkbox"/> RIT/EMS/On-Deck <input type="checkbox"/> Structural Integrity <input type="checkbox"/> Review Risk Analysis		<b>2<sup>nd</sup> PAR Check</b> <input type="checkbox"/> Under Control or Change Tactics? <input type="checkbox"/> Rotate Personnel <input type="checkbox"/> Utilities <input type="checkbox"/> Road Commission		<b>Mayday</b> <input type="checkbox"/> Announce Emergency Traffic <input type="checkbox"/> Obtain LUNAR Report <input type="checkbox"/> Activate RIT <input type="checkbox"/> Request Additional Fire/EMS <input type="checkbox"/> Assign Additional RIT <input type="checkbox"/> Review Risk Analysis	



## **309 - FIRE ALARMS**

### **309.1 Purpose and Scope**

The purpose of this policy is to provide general guidelines for response to a fire alarm activation.

### **309.2 Policy**

It is the policy of the St. Johns Fire Department to respond to fire alarm activations.

### **309.3 Standard Operating Guidelines (Apartment Complexes)**

1. All firefighting personnel should don personal protective equipment and an SCBA in preparedness for firefighting operations
2. SJFD personnel shall investigate and reset the alarm system in the apartment building if there is no cause for further operations.
3. The alarm panels are located in a specified closet with appropriate signage within the apartment buildings. SJFD does not possess keys to these closets. The closets can be accessed by carefully unlocking the door's deadbolt with the appropriate tools.
4. The alarm panel at the clubhouses also needs to be reset. Keys to each clubhouse are located in the Knox Box at each clubhouse building.
5. If the sprinkler system has been activated then water will need to be shut off to the building until a fire safety service company can inspect the fire protection system.
6. If SJFD has finished its operations and investigation and the water is shut off to the building then a "fire watch" will need to be initiated by apartment personnel or security (after hours) until the fire protection system is turned back on.

### **309.4 Standard Operating Guidelines (Residential)**

1. All firefighting personnel should don personal protective equipment and an SCBA in preparedness for firefighting operations
2. SJFD personnel shall investigate and assist the resident with their alarm system if requested.
3. If the resident is not home the Incident Commander and SJFD personnel should thoroughly investigate the exterior of the structure to ensure there is no fire.





4. If the resident is not home and there is no cause for further operations then attempts can be made by Central Dispatch or the police department to contact the homeowner to inform them of the fire alarm activation.

## **310 - MUTUAL AID RESPONSE**

### **310.1 Purpose and Scope**

The purpose of this policy is to provide general guidelines for response to a request for mutual aid.

#### 310.1.1 Definitions

Definitions related to this policy include:

**Alarm Level** – The designation given by the issuing department for responses to this location prior to the Box Alarm level. This allows for the two levels prior to the Box Alarm level. The name of the alarm levels will be based on local preference. Includes the names of the departments that are committed to provide this type of equipment at the alarm level designated.

**Box Alarm Type** – The type of emergency situation covered by the card.

**Box Alarm Number** – The number for the card designated by the Fire Department. The numbering system should be coordinated with other members of the Division.

**MABAS Division** – The Division in which the Fire Department holds a membership.

The purpose of this policy is to provide general guidelines for response to a request for mutual aid.

### **310.2 Policy**

It is the policy of the St. Johns Fire Department to respond to requests for mutual aid

### **310.3 Mutual Aid Box Alarm System (MABAS) Division 3108**

The St. Johns Fire Department is a member of MABAS Division 3108. The mission of MABAS is to coordinate the effective and efficient intrastate and interstate mobilization and deployment of fire, emergency medical services, and special operations mutual aid resources, during natural and man-made emergencies and disasters.



### **310.4 Standard Operating Guidelines**

1. Apparatus and other resources will respond to a structure fire in accordance with the Box Alarm Number, Box Alarm type, Alarm Level or needs of the requesting department for out-of-division requests or non-MABAS member requests.
2. All responding personnel shall work under the requesting department's Incident Command System (ICS).
3. At no time shall personnel of the St. Johns Fire Department work on any other department's scene without the formal request from that department's Incident Commander.
4. Automatic mutual aid for structure fires is in effect with the following fire departments:
  - Ashley Fire Department
  - Dallas Township Fire Department
  - Dewitt Area Emergency Services
  - Dewitt Township Fire Department
  - Elsie Fire Department
  - Maple Rapids Fire Department
  - Ovid-Middlebury Fire Department
5. If requesting an additional alarm for a structure fire, make the request to Clinton County Central Dispatch.
6. If you only need specific apparatus from an alarm, make the request to Clinton County Central Dispatch for the alarm and specific apparatus (e.g., requesting second alarm tankers only).
7. When at all possible, we should not deplete personnel as to limit its ability to handle incidents within our jurisdiction.
8. Probationary firefighters shall only respond to a structure fire mutual aid request with an Officer or with a firefighter at the request of an Officer.
9. A structure fire mutual aid request should include an Officer. If an Officer is not available, the most senior firefighter will be in charge of the responding crew.



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## **311 - PERSONAL INJURY ACCIDENTS/UNKNOWN ACCIDENTS**

### **311.1 Purpose and Scope**

The purpose of this policy is to provide guidelines for response to a personal injury accident or unknown accident with or without injuries.

### **311.2 Policy**

It is the policy of the St. Johns Fire Department to respond to personal injury accidents or unknown accidents. The St. Johns Fire Department will utilize the Incident Command System (ICS) for managing personal injury accidents or unknown accident operations.

### **311.3 Standard Operating Guidelines**

#### **Arriving On Scene**

- Park to protect! Standard practice will be to position emergency response vehicles in such a manner that best protects the incident space and passing motorists.
- Consideration should be given to traffic flow, patient access (if applicable), and to providing an avenue for additional resources to access the incident space.
- When possible, St. Johns Fire Department personnel should enter/exit their apparatus on the side opposite the traffic flow. Emergency responders should always check for approaching traffic before exiting their vehicle.
- Personnel should always be aware of their visibility to oncoming traffic and take measures to move the traffic incident as far off the traveled roadway as possible or to provide for appropriate warning.
- Drivers/Engineers should cancel any warning lights which impair the vision of approaching traffic (i.e., headlights, spotlights, etc.)

#### **Traffic Control**

Personnel shall control oncoming traffic prior to turning their attention to the incident. Personnel are urged to constantly keep in mind the “three guiding principles” when operating in or near moving traffic. Recognizing these principles will increase the margin of safety. The three guiding principles are:

- **Provide Advance Warning** - Use traffic control devices such as signs, other emergency vehicles, or any other appropriate device that will warn or direct motorists away from an approaching incident.





- **Protect the Scene** - Position vehicles and traffic control devices in such a way that allows for adequate space between the point where the traffic is diverted and the actual incident space. Fire apparatus should position in a manner that best protects the incident space. Such positioning protects responders from the hazards of working in or near motor vehicle traffic.
- **Be Visible** - All responders operating at the incident on a highway with moving traffic shall wear highly visible, highly reflective garments to increase the ability of motorists to see the emergency responders during the day and night operations

Additional traffic control considerations include:

- Placement of temporary traffic control devices (i.e., cones, flares, etc.) should be utilized with consideration given to drivers' reaction time and visual obstructions. The advance warning may need to be extended upstream when factors such as topography, time of day, and weather are present, increasing the potential for secondary crashes.
- Personnel should always face traffic when placing and retrieving traffic control devices.
- If personnel do not feel adequate safety measures are in place, they should fallback to a safe area until the situation is resolved with the IC.

#### Towing

- Typically, police officers on the scene will request a towing company. If no towing company is requested, American Towing is the standard company utilized for tow services.
- St. Johns Fire Department personnel should assist the towing company with tasks such as movement of the vehicle, clean-up, etc.

#### Demobilization

- Demobilization of the incident must be managed with the same aggressiveness as initial actions. Apparatus and equipment should be removed from the highway promptly to reduce exposure to moving traffic and minimize traffic congestion.
- Vehicles that must merge into traffic traveling at highway speeds and shall use the shoulder as an acceleration lane and emergency warning lights should be cancelled only after the vehicle has completely merged into traffic.



## 312 - TECHNICAL RESCUE

### 312.1 Purpose and Scope

The purpose of the policy is to identify the need to request additional resources for technical rescue services.

#### 312.1.1 Definitions

Definitions related to this policy include:

**Technical Rescue** – For the purpose of this manual, technical rescue is defined as a specialized service of fire and rescue service encompassing six disciplines: rope rescue, confined space rescue, vehicle/machinery rescue, structural collapse rescue, trench rescue and water rescue.

### 312.2 Policy

It is the policy of the St. Johns Fire Department to request additional resources for an incident requiring a technical rescue as technical rescues are outside the capabilities of our equipment and training.

### 312.3 Standard Operating Guidelines

1. The closest equipment and trained personnel for technical rescues is the Metro response. The Metro team is an effective partnership made up of responders from the City of Lansing, Delta Township, Delhi Township, Lansing Township, and Meridian Township Fire Departments
2. If it is determined that an emergency response requires a technical rescue, the Metro response team may be requested through Clinton County Central Dispatch.
3. If additional equipment and trained personnel are needed, Incident Command may request these resources through the RED CENTER as a member of MABAS Division 3108.
4. St. Johns Fire Department personnel will continue to assist at the incident as a support mechanism to technical rescue responders.



## **313 - ICE RESCUE**

### **313.1 Purpose and Scope**

The purpose of this policy is to provide general guidelines for response to an ice rescue.

### **313.2 Policy**

It is the policy of the St. Johns Fire Department to respond to ice rescues. SJFD has the appropriate equipment and training to complete ice rescues.

### **313.3 Standard Operating Guidelines**

1. The first responding personnel will attempt a rescue in accordance with training as feasible and practical. If a victim is not visible, interview witnesses and determine the point last seen.
2. If no victim is apparent, the general area will be searched, and the dive team will be summoned immediately through Clinton County Central Dispatch. While searching, every effort will be made to avoid disturbing the point last seen area for dive team operations.
3. Only open ice rescue trained personnel will perform active roles during ice rescue operations.
4. All personnel in, on, or around the water shall be equipped with a personal flotation device (PFD).
5. If and when the incident becomes an underwater recovery a fully trained underwater dive team shall be requested.
6. At no time shall personnel attempt to initiate any form of rescue attempt outside the scope of these guidelines.



## **314 - WATER RESCUE**

### **314.1 Purpose and Scope**

The purpose of this policy is to provide general guidelines for response to a water rescue.

### **314.2 Policy**

It is the policy of the St. Johns Fire Department to respond to water rescues. SJFD has the appropriate equipment and training to complete water rescues.

### **314.3 Standard Operating Guidelines**

1. The first responding personnel will attempt a rescue in accordance with training as feasible and practical. If a victim is not visible, interview witnesses and determine the point last seen.
2. If no victim is apparent, the general area will be searched, and the dive team will be summoned immediately. While searching, every effort will be made to avoid disturbing the point last seen area for dive team operations.
3. Only open-water rescue trained personnel will perform active roles during a water rescue operation.
4. All personnel in or around the water shall be equipped with a personal floatation device (PFD).
5. If and when the incident becomes an underwater recovery a fully trained underwater dive team shall be requested.
6. At no time shall personnel attempt to initiate any form of rescue attempt outside the scope of these guidelines.



## **315 - WILDLAND FIREFIGHTING**

### **315.1 Purpose and Scope**

The purpose of this policy is to provide guidance for wildland firefighting incidents.

### **315.2 Policy**

It is the policy of the St. Johns Fire Department to provide wildland fire suppression services consistent with the availability of staffing and resources. The St. Johns Fire Department will utilize the Incident Command System (ICS) for managing wildland firefighting operations.

### **315.3 Standard Operating Guidelines**

#### **Arrival**

1. The first arriving Officer or firefighter should provide a scene size-up, assume command, develop a fire suppression plan, and consider evacuations of citizens.
2. The first arriving Officer or firefighter should determine the location and size of the fire, the direction and characteristics of fire travel, the fuel burning, and exposures.
3. The first arriving Officer or firefighter should request additional resources as needed.
4. The Driver/Operator of the brush apparatus should park the apparatus in a safe, accessible location pointing away from the fire with the windows closed and the keys in the ignition.

#### **Safety**

1. All personnel should know the location and direction of the fire travel.
2. Escape Plans shall be known to all fire personnel.
3. Be cautious for spot fires and flare-ups.
4. Be aware of wind direction and velocity, topography, and hazards.
5. Monitor crews for exhaustion.
6. A spotter should be maintained until the fire is extinguished.

#### **Incident Actions**

1. Base all actions and strategies on current and expected fire behavior.
2. Establish a staging area for additional arriving apparatus and personnel.
3. Life safety and structural protection take priority over the extinguishment of forest, brush, or ground cover.



4. If an offensive attack is indicated, the head of the fire is to be attacked first. If that is not possible, the flanks should be attacked while working toward the head of the fire. If the fire is large and fast moving, a direct attack may not be possible. In such cases, an indirect and/or parallel attack may be utilized by creating a fire line a distance ahead of the fire to halt the progress of the fire.
5. Different methods of attack may be used simultaneously according to the situation. Teams assigned to structural protection must keep hose lays flexible enough to be able to quickly break away in the event of being over-run.
6. As needed, with the DNR, county, or city officials, and specialists/technicians.
7. Communication and accountability of all incident personnel shall be maintained at all times.

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## **316 - UTILITIES EMERGENCY**

### **316.1 Purpose and Scope**

The purpose of this policy is to provide general guidelines for response to a utilities emergency.

### **316.2 Policy**

It is the policy of the St. Johns Fire Department to respond to utility emergencies.

### **316.3 Standard Operating Guidelines**

1. All responding fire department personnel shall maintain a safe distance from the downed line and determine what type of utility line is involved (i.e., power line, communications line)
2. If it is determined that the downed utility is electrical, personnel shall advise Clinton County Central Dispatch and request a response from the proper utility company.
3. Fire department personnel will stay on the scene of a downed electrical line until the utility company is on the scene. If the utility company requests that fire department personnel remain on the scene for traffic control, we will do so.
4. If it is determined that the downed utility line is a communications line every effort should be made NOT to cut the communications line. If it can be moved out of the way, safely do so and advise the homeowner to contact their communications provider. If it must be cut, then do so and advise the homeowner to contact their communications provider.
5. At no time should the responding apparatus be parked near compromised overhead lines.
6. All areas involving down utility lines shall be marked or signed to prevent movement through the affected area.
7. No fire department personnel shall remove any utility meters or lines from buildings, poles or other areas.
8. When engaged in firefighting, fire department personnel shall terminate power at the circuit panel within the structure by turning the main breaker to the off position. The Incident Commander shall be notified when the electrical panel is deactivated.





9. When the circuit panel is inaccessible and the need to terminate electrical service is required the Incident Commander shall make a request to Clinton County Central Dispatch for the proper utility company to respond.

## **317 - BOMB THREAT**

### **317.1 Purpose and Scope**

The purpose of this policy is to provide general guidelines for response to a bomb threat.

### **317.2 Policy**

It is the policy of the St. Johns Fire Department to respond to reports of a bomb threat.

### **317.3 Standard Operating Guidelines**

1. All personnel will respond to the station for deployment.
2. Unless directed otherwise by the officer in charge, until advised by law enforcement authorities, all units will stage at the fire station.
3. Units responding to the incident shall respond without lights and sirens unless directed otherwise.
4. Law enforcement and the fire department will form a Unified Command (UC) and discuss the proper course of action with the building authorities. At no time will fire department personnel enter the building of concern without authorization from the officer in charge or Incident Command/Unified Command (IC/UC)
5. When responding units are near the incident or on the scene, radio transmissions should be kept to priority traffic unless approved by the officer in charge or the IC.
6. While on the scene all personnel must remain in their respective unit until assigned or released by the IC.





## **318 - VEHICLE FIRES**

### **318.1 Purpose and Scope**

The purpose of this policy is to provide general guidelines for response to a vehicle fire.

### **318.2 Policy**

It is the policy of the St. Johns Fire Department to respond to vehicle fires.

### **318.3 Standard Operating Guidelines**

1. All personnel working within and proximate to any hazardous products of combustion shall don the appropriate personal protective equipment.
2. All apparatus operators will remain with their apparatus unless directed otherwise.
3. Personnel should work in pairs.
4. All personnel shall safely approach the vehicle to avoid placing themselves in an open traffic lane.
5. Park to protect! All apparatus, additional personnel, additional apparatus or law enforcement shall be used to maintain safe traffic control enforcement.



## **319 - HAZARDOUS MATERIALS RESPONSE**

### **319.1 Purpose and Scope**

The purpose of this policy is to provide guidance for hazardous materials incidents.

### **319.2 Policy**

It is the policy of the St. Johns Fire Department to respond to hazardous materials incidents. The St. Johns Fire Department will utilize the Incident Command System (ICS) for managing hazardous materials incident operations.

### **319.3 Standard Operating Guidelines**

1. After completing the fire academy, fire department personnel should at minimum be certified at a Hazardous Materials Operations level. This means they are certified to respond to releases or potential releases of hazardous substances as part of the initial response to the site to protect nearby persons, property, or the environment from the effects of the release.
2. Responding apparatus should be positioned upwind, uphill and upstream to the incident.
3. An initial size up should be completed from a distance as not to become involved in any liquid, solid or vapor contaminants.
4. The [Emergency Response Guidebook \(ERG\) 2020](#) can be used during the initial phase of a dangerous goods/hazardous materials incident to determine the kind/type of material and actions.
5. Act defensively in such a manner as to identify the contaminant and confine the spill to an area and prevent the further spread of the contaminants involved. At no time shall personnel attempt any measures or maneuvers above that of operations trained personnel.
6. The Incident Commander shall, after identification of the contaminant, set up work zones and appoint a safety officer.
7. Before any personnel enters the "Hot Zone" decontamination measures shall be established in the "Warm Zone".
8. Before any personnel enters work zones the Incident Commander shall determine the type of Personal Protective Equipment (PPE) that shall be used.



9. If it is determined that the incident can be handled with the responding personnel, normal response operations shall commence to mitigate the problem.
10. If it is determined that the response requires evacuation or shelter-in-place orders then multiple methods of communications to the public could be utilized to include, but not limited to:
  - Rave Mobile Safety (through Clinton County Central Dispatch)
  - Smart911 (through Clinton County Central Dispatch)
  - Social Media
  - Traditional Media
  - Door-to-door notification
11. If it is determined that the response requires additional hazardous materials technical support then a request may be made through Clinton County Central Dispatch for the Lansing Metro Fire Department Hazmat Team. The Lansing Metro Fire Department Hazmat Team comprises personnel from the City of Lansing, Lansing Township, Delhi, Delta, and Meridian Township Fire Departments which can be dispatched to assist. The Lansing Metro Hazmat Team can provide additional specialized capabilities.
12. A hazardous materials incident that requires entry into a hot zone with specialized PPE and equipment and that goes multiple operational periods shall have a written Incident Action Plan (IAP) and Safety Officer designated. Other positions for consideration that should be
13. Established include, but are not limited to a Public Information Officer, Operations Section Chief, Hazmat Group Supervisor, Decon Group, and Staging Area Manager.
14. A large spill or release may require assistance from a Hazardous Waste Removal Company (e.g., Young's Environmental Cleanup). These companies can be requested through Clinton County Central Dispatch.
15. Consider contacting Clinton County Emergency Management for general notification and additional planning/logistics support if needed. This can be done through Clinton County Central Dispatch.
16. If the [Release Notification Requirements in Michigan](#) require a spill, release, or environmental emergency be reported then contact should be made to the [Pollution Emergency Alerting System \(PEAS\)](#). The PEAS hotline is staffed to take spill reporting and environmental emergency calls 24/7. The number for PEAS is **800-292-4706**.



17. Please note that many incidents that are reportable to EGLE also warrant reporting to the federal National Response Center (NRC) which serves the U.S. Environmental Protection Agency and the U.S. Coast Guard. The federal NRC hotline number is **800-424-8802**.
18. Clinton County Emergency Services may be able to make these contacts on your behalf if the appropriate information is provided.

#### **319.4 Code of Ordinances (City) – Ch. 98– Hazardous Wastes**

1. *98.01 Definitions* – For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
  - i. **EXPENSES**. Shall include, but not be limited to, the actual labor costs to the city and its personnel, including fringe benefits, administrative overhead, costs of equipment and its operation, costs of materials, costs of any contract labor and materials, and any costs associated with the emergency hazardous material incident. The **EXPENSES** shall also include the cost incurred by the city as a result of any unit response to an emergency hazardous material incident.
  - ii. **HAZARDOUS MATERIAL INCIDENT**. A spill, leakage, release, or threat of same of any hazardous material requiring immediate action to mitigate and reduce a threat to the public health, safety, or welfare of the citizens of the city.
  - iii. **HAZARDOUS WASTE**. All those materials designated as hazardous by the State of Michigan in M.C.L.A. § 324.11103, as amended.
  - iv. **OWNER**. Any individual, firm, company, association, corporation, partnership, or group, including its officers and employees who are either listed as the owner of record by the Clinton County Register of Deeds, have a land contract vendee's interest in or are listed as the taxpayer of record of the real property where the emergency hazardous material incident occurred or have title, use, permission of, or control over the hazardous material or the vehicle upon which the hazardous material was transported or used.
  - v. **PERSON**. Any individual, firm, company, association, society, corporation, partnership or group, including its officers and employees, who has the responsibility for, or involvement in, the emergency hazardous material incident.



2. *98.02 Hazardous Material Incident Emergency* – In the event a spill, leakage, release, or other dissemination of any hazardous material has occurred, the City Fire Chief, or his authorized representative, shall determine whether such occurrence constitutes an emergency hazardous material incident and, once determined, the city may then take immediate steps to abate and control the hazardous material.
3. *98.03 Expenses of an Emergency Hazardous Material Incident* – In the event of an emergency hazardous material incident, all owners or persons who have responsibility for, or involvement in, the emergency hazardous material incident shall be jointly liable to the city for any expenses incurred in responding to the emergency hazardous material incident. In the event the owner or person fails to pay the expenses within 60 days after the city mails its invoice of expenses to the owner or person, the city may take such collection efforts to recover the expenses that it deems appropriate, including, but not limited to, causing such expenses to be levied and assessed as a special assessment upon the real property where the hazardous material emergency occurred; however, such unpaid expenses may not be levied as a special assessment against any real property unless the owner, or person in charge of or responsible for said real property, has a connection or involvement with the hazardous material that resulted in an emergency hazardous material incident.
4. *98.04 Payment of Notice* – Payment of an invoice for expenses incurred by the city under this chapter shall not constitute an admission of guilt or responsibility under any other ordinance, rule, or regulation.



## **320 - CARBON MONOXIDE DETECTOR ACTIVATIONS**

### **320.1 Purpose and Scope**

This policy establishes guidelines for the safe and efficient handling of calls associated with carbon monoxide (CO) detector activations.

### **320.2 Policy**

Exposure to CO can be hazardous to the health of those exposed. It is the policy of the St. Johns Fire Department to respond to all reports and alarms indicating the presence of CO and mitigate the health risks associated with exposure to CO by its members and the public.

### **320.3 Standard Operating Guidelines**

Considerations for a reported carbon monoxide detector activation include:

1. Assessing for necessary rescue and safely moving potential victims from the affected location.
2. Activate a medical response if necessary.
3. Evaluate the situation through interviews prior to entering the building.
4. Assess airflow ventilation conditions and general building conditions.
5. Wear structural turnouts and self-contained breathing apparatus (SCBA) while investigating
6. Have facepieces on and air flowing if anyone has displayed symptoms of CO poisoning.

Investigation considerations for a reported carbon monoxide detector activation include:

1. Removing occupants and unnecessary personnel from the affected area.
2. Examining the activated detector to ensure that it is a CO detector and is in good working condition.
3. Interview the occupant and/or reporting party to obtain background information on the activation, the past history of the activated detector, and activities in the building at the time of activation.
4. Check the premises and adjoining areas for CO sources, such as vehicles, open flame devices, or closed fireplace dampers.
5. Check appliances for improper use, poor maintenance, or obvious faulty installation or operation.



6. Personnel should take the following actions if the source of CO is identified:
- a. If the source is a vehicle, open flame device, or other sources not intended for interior use, remove the source from the building or shut off the device and ventilate the building thoroughly.
  - b. If the source is an improperly operating appliance, shut off the appliance and the appliance's main line valve and ventilate the building thoroughly.
    - i. Encourage the occupant to have the appliance served by a reputable service technician or a plumbing and heating contractor.
    - ii. Do not attempt to repair or alter an appliance or heating unit.
  - c. Personnel should take the following actions if the source of CO is NOT identified:
    - i. Consider requesting a response from the gas company. If it is necessary to leave the scene prior to the arrival of the gas company, the occupants should be advised to remain out of the building until a gas company representative arrives.





## **321 - ATMOSPHERIC MONITORING FOR CARBON MONOXIDE**

### **321.1 Purpose and Scope**

This policy establishes procedures for measuring atmospheric concentrations of carbon monoxide (CO) at an incident for the safety of members working in potentially hazardous conditions.

### **321.2 Policy**

Exposure to CO can be hazardous to the health of those exposed. It is the policy the St. Johns Fire Department to mitigate the health risks associated with exposure to CO by its members and the public.

### **321.3 Equipment**

Equipment utilized for CO detection should be checked weekly to ensure functionality.

Equipment should be stored in its appropriate casing and maintained in operating condition.

### **321.4 Responsibilities**

The Incident Commander or designee is responsible for measuring atmospheric concentrations of CO at any location containing or suspected of containing elevated levels of CO.

### **321.5 Standard Operating Guidelines**

1. Carbon monoxide may be present as a by-product of combustion, an emission from internal combustion engines, a chemical reaction, or a leak from an industrial process. Carbon monoxide has approximately the same vapor density as air. When measuring for atmospheric concentrations of CO at an incident, instruments do not have to be placed near the floor or ceiling to obtain accurate readings.
2. Positive pressure ventilation may be used to reduce the CO concentration, as well as the presence of other toxic gases in the atmosphere. Consideration should be given to using an electric powered fan for ventilation as opposed to a gasoline-powered fan.
3. All members shall use self-contained breathing apparatus (SCBA) in any atmosphere containing 35 parts per million or greater of CO. An atmospheric concentration of CO that is below 35 parts per million does not necessarily indicate an adequate level of oxygen or eliminate the possibility of other toxic gases or products of combustion being present.
4. Members shall also use an SCBA in any atmospheric concentration of CO that is below 35 parts per million where there is also the presence of visible smoke, and in any





atmosphere containing less than 19.5 percent oxygen (29 CFR 1910.134; Mich. Admin. Code, R 325.60052).

### **321.6 Emergency Medical Treatment**

1. A person with acute CO exposure may exhibit the signs and symptoms of headache, flushing, nausea, vertigo, weakness, irritability, unconsciousness, and in persons with pre-existing heart disease and atherosclerosis, chest pain, and leg pain.
2. An affected or incapacitated person should be removed from further exposure and have appropriate emergency medical procedures implemented, including any listed on the Safety Data Sheet (SDS) for CO.
3. All personnel with the potential for becoming exposed to CO or being present during an exposure should be familiar with emergency procedures, the location and proper use of emergency equipment, and the methods of protecting themselves during rescue operations (Mich. Admin. Code, R 408.17436).



## **322 - ACTIVE SHOOTER AND OTHER VIOLENT INCIDENTS**

### **322.1 Purpose and Scope**

Violence committed in schools, workplaces and other locations by any individual or group of individuals who are determined to target or kill persons or to create mass casualties presents a difficult situation for Fire/Emergency Medical Services (EMS). The purpose of this policy is to identify guidelines and factors that will assist members in making decisions in these rapidly unfolding and tense situations.

### **322.2 Policy**

The St. Johns Fire Department will endeavor to plan for a rapid response to violent incidents involving an active shooter or other violent situations. The St. Johns Fire Department is committed to preparing and planning for rapid responses to these incidents by coordinating with law enforcement, other EMS personnel, our mutual aid partners and those responsible for operating sites that may be the potential target of a violent incident.

### **322.3 Standard Operating Guidelines**

When responding to an Active Violence Incident (AVI), members must decide, often during complex and rapidly evolving circumstances, whether to enter the scene or to stage at a safe area. When deciding on a course of action members should:

1. Determine whether law enforcement has secured the scene or developed an entry plan. If the scene has not been secured, members should work in teams with law enforcement and other EMS personnel on-scene to develop a plan for entry and contact with victims with life-threatening injuries.
2. Members tasked with entry should wear PPE appropriate for the circumstances.
3. Coordinate with available law enforcement personnel to create a staging area for additional member resources.
4. Identify and prepare members for operations in areas of higher risk, if appropriate.
5. Decide whether individuals who are under imminent threat can be moved out of danger with reasonable safety.
6. Plan for rapid triage, treatment and extrication of any individuals with life-threatening injuries.
7. Consider the risk of fire hazards and secondary devices at any main or secondary scenes if there is a reasonable belief that improvised explosive devices have been or may be used.



8. Utilize the Rescue Task Force concept, if available.

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## **323 – EMS ASSIST INCIDENTS**

### **323.1 Purpose and Scope**

The purpose of this policy is to provide general guidelines for response to a medical emergency.

### **323.2 Policy**

It is the policy of the St. Johns Fire Department to respond to a medical emergency.

### **323.3 Standard Operating Guidelines**

1. All personnel participating in assisting EMS shall use appropriate personal protective equipment
2. The Officer or senior firefighter shall be responsible for the overall management of the situation.
3. SJFD shall remain on scene until the ambulance has transported the patient unless otherwise directed by the SJFD Officer in charge or senior firefighter.



## 324 - SEVERE WEATHER

### 324.1 Purpose and Scope

The purpose of this policy is to provide members with a plan for staffing and deployment in the event of severe weather.

#### 324.1.1 Definitions

Definitions related to this policy include:

**Watch (Tornado, Severe Thunderstorm, Winter Storm)** – Conditions for the weather indicated are possible and are near the watch area.

**Warning (Tornado, Severe Thunderstorm, Storm)** – The weather indicated is happening or is imminent.

### 324.2 Policy

It is the policy of the St. Johns Fire Department to staff the station and develop a plan for the deployment of resources and personnel in the event of severe weather.

### 324.3 Standard Operating Guidelines

1. If a Severe Thunderstorm Warning, Tornado Watch, or Tornado Warning is issued by the National Weather Service then personnel shall respond to the station non-emergency if they feel safe to do so.
2. Personnel will be paid for their time and the response will be entered as "Severe Weather Station Standby" in the log book.
3. Efforts will be made to initiate an administrative Active911 alert to all members.
4. The first Officer at the station will ensure that all apparatus are properly staffed.
5. The Officer may direct apparatus to be strategically placed throughout the township to act as weather spotters. Further direction on internal and external communications with Clinton County Central Dispatch will be provided at the time of deployment.
6. If calls for service are received then personnel will respond according to the established deployment plan unless the Fire Chief or designee coordinates otherwise via in-person communications or via the radio.
7. Other weather events that may require staffing will be determined by the Chief or designee and will be based on weather reporting from the US National Weather Service.



8. Outdoor warning sirens are radio controlled and activated by Clinton County Central Dispatch. They are located at:
  1. University of Michigan Health- Sparrow Clinton Hospital
  2. St Johns City Park
  3. Federal Mogul Building
  4. St Johns Fire Department

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## **325 - SAFE DELIVERY OF NEWBORNS LAW**

### **325.1 Purpose and Scope**

This policy establishes the guidelines to comply with the Safe Delivery of Newborns law (MCL 712.1 et seq.).

This policy addresses newborns who are 72 hours old or less and are surrendered under the terms of the Safe Delivery of Newborns law.

Abandonment of an newborn not covered by this policy would be subject to the Child Abuse Policy.

### **325.2 Policy**

It is the policy of the St. Johns Fire Department to provide an option to protect newborns by allowing parents to safely and confidentially surrender a newborn at any staffed fire station or when responding to a 9-1-1 emergency call (MCL 712.3).

### **325.3 Standard Operating Guidelines**

The Fire Chief shall be notified of any situation where there is a surrendered newborn.

The following guidelines will be used by personnel at the fire station (MCL 712.3; MCL 712.5):

1. Accepting a surrendered newborn
  - a. Personnel shall accept temporary protective custody of a surrendered newborn 72 hours or younger, even if the infant appears older than 72 hours. If the newborn appears to be older than 72 hours, the receiving personnel shall immediately notify Child Protective Services (CPS).
  - b. If it appears that the surrendered newborn has been the victim of child abuse or neglect, CPS shall be requested as provided in the Child Abuse Policy.
  - c. If the newborn is surrendered at the St. Johns Fire Department, personnel should notify Clinton County Central Dispatch and request an Advanced Life Support (ALS) ambulance. Avoid radio traffic declaring a newborn surrender to maintain confidentiality.
  - d. If the newborn is to be surrendered during an emergency response, units responding should not use vehicle sirens and flashing lights to protect the parent's right to anonymity and confidentiality.
2. Following acceptance of a newborn:
  - a. The receiving member shall make a reasonable effort to do the following:



- i. Take action necessary to protect the physical health and safety of the newborn.
  - ii. Inform the parent that by surrendering the newborn, the parents is releasing the newborn to a social services agency to be placed for adoption.
  - iii. Inform the parent that the parent has 28 days to petition the court to regain custody of the newborn.
  - iv. Provide the parent with MDHHS-approved publications including the [Safe Delivery Program FACT Sheet](#) and the Voluntary Release for Adoption of a Surrendered Newborn by Parent form.
3. The receiving personnel shall make an attempt to do the following:
  - a. Obtain from the parent any relevant family or medical information on the MDHHS Voluntary Medical Background Form for a Surrendered Infant.
  - b. Reassure the parent that the information they provide will not be made public and will be kept confidential.
  - c. Inform the parent that they can receive counseling or medical attention.
  - d. Encourage the parent to identify himself/herself, although the parent has the right to remain completely anonymous.
  - e. Inform the parent that in order to place the newborn for adoption the state is required to make a reasonable attempt to identify the other parent. Ask the parent to identify the other parent; however, do not press for the name if the parent refuses to provide it.
  - f. Inform the parent that the social services agency that takes temporary protective custody of the newborn can provide confidential services to the parent.
  - g. Inform the parent that they may sign a Voluntary Release for Adoption for the newborn that may be used at the parental rights termination hearing.
4. Medical Assessment and Documentation
  - a. A medical assessment of the newborn and a Patient Care Report (PCR) should be completed.
  - b. Do not use the parent's name on the PCR.
5. Transportation to the hospital.
  - a. All newborns shall be transported to the hospital as defined by MCL 333.20106.





- b. The SJFD member who accepted the newborn shall accompany the newborn and parent (if the parent is willing to accompany the newborn) with ALS to the hospital to provide any forms completed by the parent and to transfer temporary protective custody to the hospital.
6. Individuals who return to claim a newborn:
- a. If a parent who voluntarily surrendered a newborn requests the return of the newborn, the parent should be referred to MDHHS.
  - b. The identity of the parent must still be kept anonymous and confidential.
  - c. Department members should not make any judgments about time frames or the individual's ability to care for the newborn. The local CPS will determine whether the newborn is released to the individual.

#### **325.4 Born Alive Infant Protection Act**

Members who receive a newborn under the Born Alive Infant Protection Act shall (MCL 712.3(3)):

- 1. Make no attempt to directly contact the parent and should obtain or supply information required by this policy to the surrendering parent by requesting the information from or supplying the information to the attending physician who delivered the newborn.
- 2. Provide humane comfort care to the newborn if there is no chance of survival.

#### **325.5 Training**

All members shall be informed of the Safe Delivery of Newborns law and trained on this policy because a parent may leave a newborn with any uniformed member on duty or working at the St. Johns Fire Department.



## **326 - CHILD ABUSE**

### **326.1 Purpose and Scope**

The purpose of this policy is to provide guidelines for the reporting of suspected child abuse.

### **326.2 Policy**

It is the policy of the St. Johns Fire Department to ensure Children's Protective Services (CPS) is notified of suspected child abuse as required by law.

### **326.3 Mandatory Notification**

Members of the St. Johns Fire Department who are licensed to provide emergency medical care shall, and all other members should, notify CPS when there is reasonable cause to suspect child abuse or neglect (MCL 722.623).

For purposes of notification, abuse means harm or threatened harm to a child's health or welfare that occurs through non-accidental physical or mental injury, sexual abuse, sexual exploitation or maltreatment by a parent, legal guardian, or any other person responsible for the child's health or welfare, including a teacher, teacher's aide or a member of the clergy. Neglect means harm or threatened harm to a child's health or welfare by a parent, legal guardian or other person responsible for the child by failing to provide the child with adequate food, clothing, shelter or medical care, or by failing to intervene to eliminate an unreasonable risk to the child's health or welfare (MCL 722.622).

### **326.4 Standard Operating Guidelines**

Notification should occur as follows (MCL 722.623):

1. Immediately notify CPS Abuse and Neglect hotline at 855-444-3911
2. A written report shall follow the oral notification within 72 hours. The report shall contain the following information, if known:
  - a. The child's name and age.
  - b. A description of the abuse or neglect and the manner in which it occurred.
  - c. The name and address of the child's parent, guardian or person with whom the child resides.
  - d. Any information that may establish the cause of the abuse or neglect.
3. The Fire Chief and local law enforcement should be notified of the incident as soon as practical.



4. Failure to report an incident of known or reasonably suspected child abuse or neglect by a mandated report is a misdemeanor and may also result in discipline (MCL 722.633).

### **326.5 Confidentiality**

Reports of child abuse are considered confidential (MCL 722.627).

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## 327 - ADULT ABUSE

### 327.1 Purpose and Scope

This policy provides members of the St. Johns Fire Department with guidance regarding when notification is to be made to Adult Protective Services (APS) of suspected abuse of certain adults.

#### 327.1.1 Definitions

Definitions related to this policy include (MCL 400.11):

**Adult abuse** - Abuse, neglect, or exploitation of a person 18 years of age or older who is unable to protect him/herself from the abuse, neglect, or exploitation because of a mental or physical impairment or because of advanced age.

### 327.2 Policy

It is the policy of the St. Johns Fire Department to assist victims of adult abuse by making the proper notifications to those responsible for investigating these matters.

### 327.3 Mandatory Notification

Members of the St. Johns Fire Department who are licensed to provide health care shall, and all other members should, notify APS when they suspect or have reasonable cause to believe that an adult has been abused, neglected, or exploited (MCL 400.11a).

If the abuse involves an adult in a nursing home facility, members should contact the Michigan Department of Health and Human Services (MCL 333.21771).

For purposes of notification, abuse means harm or threatened harm to an adult's health or welfare including but not limited to non-accidental physical or mental injury, sexual abuse or maltreatment of the adult by another person. Neglect means harm to an adult's health or welfare caused by the adult's inability to respond to a harmful situation or by the conduct of a caregiver, including the failure to provide adequate food, clothing, shelter, or medical care. Exploitation means an action that involves the misuse of an adult's funds, property, or personal dignity by another person (MCL 400.11).

### 327.4 Standard Operating Guidelines

Notification should occur as follows (MCL 400.11a):

1. Immediately notify APS Abuse and Neglect hotline at 855-444-3911
2. A written report shall follow the oral notification within 72 hours. The report shall contain the following information, if known:
  - a. The name and age of the adult.



- b. The names and addresses of the adult's guardian, next of kin, or persons with whom the adult resides, including their relationship to the adult.
  - c. A description of the type of abuse, neglect, or exploitation and the manner in which it occurred or is occurring.
  - d. Any other information available that may establish the cause of the abuse, neglect, or exploitation.
3. The Fire Chief and local law enforcement should be notified of the incident as soon as practical.
4. Failure to report an incident of known or reasonably suspected adult abuse or neglect by a mandated report is a misdemeanor and may also result in discipline (MCL 400.11e).

### **327.5 Confidentiality**

Reports of child abuse are confidential (MCL 722.627).



## **328 - NATIONAL FIRE INCIDENT REPORTING SYSTEM (NFIRS)**

### **328.1 Purpose and Scope**

The Federal Fire Prevention and Control Act of 1974 authorizes the National Fire Data Center in the U.S. Fire Administration (USFA) to gather and analyze information on the magnitude of the nation's fire problem and its detailed characteristics and trends. To do so, the National Fire Data Center has established the National Fire Incident Reporting System (NFIRS). The purpose of this policy is to provide guidance regarding NFIRS reporting to ensure department response information is properly reported to NFIRS.

### **328.2 Policy**

The St. Johns Fire Department is committed to improving fire reporting and analysis capability at the local, state, and national levels. Therefore, it is the policy of the St. Johns Fire Department to participate in NFIRS.

### **328.3 Responsibilities**

The Fire Chief is designated as the NFIRS coordinator. They maintain familiarity with NFIRS resources and reporting requirements and ensures department information is compliant with the NFIRS reporting format and that the information is forwarded to the Bureau of Fire Services (BFS).

The United States Fire Administration (USFA) has developed a standard NFIRS package that includes incident and casualty forms, a coding structure for data processing, manuals, computer software and procedures, documentation, and a National Fire Academy training course for utilizing the system. Additional resources are available on the BFS National Fire Incident Reporting website.



## **329 - NEWS MEDIA AND COMMUNITY RELATIONS**

### **329.1 Purpose and Scope**

The purpose of this policy is to provide guidelines for communicating with representatives of the media, community leaders, residents, and businesses, and to establish procedures for interacting with media representatives at emergency scenes. Additionally, this policy establishes an operating framework for integrating the Public Information Officer (PIO) into the incident management system.

### **329.2 Policy**

It is the policy of the St. Johns Fire Department to establish and maintain a positive working relationship with the community and the media to communicate timely and accurate information effectively.

### **329.3 PIO Designation**

As soon as practicable on incidents where news media are present and requesting information, the Incident Commander (IC) will designate a PIO. The PIO shall interface with and provide timely and relevant information to representatives of the community and media.

### **329.4 Dissemination of Information**

The PIO should gather and disseminate the following information as deemed appropriate:

1. Incident response information, including mutual aid departments.
2. Appropriate human interest or safety information.
3. Nature of the incident.
4. A description of any particular hazards present at the incident.
5. Identification of life-saving or heroic acts that may have occurred, including any rescue scenarios.
6. Projected duration of the incident.
7. Evacuation notices or restricted areas.



## CHAPTER 4 – FIRE PREVENTION





## **400 - FIRE INSPECTIONS**

### **400.1 Purpose and Scope**

This policy provides guidance for enforcing the Fire Code through periodic inspection within the St. Johns Fire Department's jurisdiction. Additionally, this policy establishes the minimum standards for inspection frequencies of all buildings in the department's jurisdiction.

### **400.2 Policy**

The St. Johns Fire Department is committed to improving public safety through the enforcement of building standards relating to fire and public safety as adopted by the State of Michigan and published in the Fire Code, and any other regulations or ordinances that have been formally adopted by the Michigan Bureau of Fire Services (BFS) or the Township for the prevention of fire or the protection of life and property against fire.

### **400.3 Responsibilities**

The Fire Marshal or the authorized designee shall develop an active fire inspection program based on the risks to life and property for occupancies within the St. Johns Fire Department's jurisdictional boundaries. The inspection program will comply with the adopted Fire Code and any local amendments or ordinances specific to the township. The department fire inspection program will be the responsibility of the Fire Marshal pursuant to the delegated authority provided by Michigan law (MCL 29.1b).

### **400.4 Inspection Program Guidelines**

The Fire Marshal should develop an inspection program based on community risk reduction through education and enforcement. Inspections should be identified by risk, hazard, occupancy, frequency, plan review, and required state law and local code or ordinance (MCL 29.2b; MCL 29.3c; MCL 29.3e).

### **400.5 Hazardous Occupancies**

Facilities that handle, store, or use hazardous materials should be inspected for compliance with applicable provisions of the Fire Code and the accuracy of any required hazardous materials facility plan. Facilities that are required to submit a hazardous materials facility plan should be inspected no less frequently than once every three years or per the requirements for reporting "extra hazard" locations as provided by the Michigan Department of Environment, Great Lakes and Energy SARA Title III program (Mich. Admin. Code, R29.1652).



#### **400.6 Right of Entry**

If a building or premise to be inspected is occupied, the Fire Marshal shall present credentials to the occupant and request entry. If the building or premise is unoccupied, the inspector shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premise and request entry.

If no permission to enter is granted, the Fire Marshal should work with legal counsel to secure entry in a manner provided by law, such as obtaining an administrative search warrant (MCL 29.8; Mich. Admin. Code, R 29.1652).

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## **401 - FIRE INVESTIGATIONS**

### **401.1 Purpose and Scope**

The purpose of this policy is to ensure that all fires and explosions responded to by the St. Johns Fire Department and occurring within this jurisdiction are investigated and properly documented in accordance with state and federal laws as well as national standards.

### **401.2 Policy**

It is the policy of the St. Johns Fire Department to promptly investigate the cause, origin, and circumstances of fires and explosions occurring in this jurisdiction that involve the loss of life or injury to a person, or the destruction of damage to property.

### **401.3 Responsibilities**

The Fire Chief has overall responsibility for fire investigations. The Fire Marshal is responsible for the management of fire prevention programs. The Incident Commander (IC) of each incident is responsible for ensuring that each fire is investigated for origin and cause.



## **402 - FIRE WATCH**

### **402.1 Purpose and Scope**

The purpose of this policy is to establish guidance for the Department regarding incidents or situations which may require a fire watch due to required automatic fire protection and/or detection services that are inoperable.

#### **402.1.1 Definitions**

**Fire watch** - A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the St. Johns Fire Department. Department personnel may conduct fire watch.

### **402.2 Policy**

It is the policy of the St. Johns Fire Department that the Department will, where required, ensure appropriate measures are taken to protect building occupants.

### **402.3 Standard Operating Guidelines**

1. Typically, fire watch responsibilities are placed on maintenance personnel or security services at apartment complexes located within the township after their automatic fire protection and/or detection services become inoperable.
2. When the automatic fire protection and/or detection services become inoperable the Incident Commander (IC) shall make contact with maintenance personnel or security services to ensure a fire watch established prior to departing the scene
3. Fire watch services must be in place until a vendor/contractor can render the automatic fire protection and/or detection services operable.



## CHAPTER 5 – TRAINING

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## **500 - ANNUAL TRAINING PLAN AND TRAINING RECORDS**

### **500.1 Purpose and Scope**

The purpose of this policy is to establish procedures for accumulating and maintaining records of all training provided by the Department and all training received by individual department members. This policy shall apply to all training received but particularly training mandated by an external force such as a law, statute, or regulation.

### **500.2 Policy**

It is the policy of the St. Johns Fire Department to maintain comprehensive records of all training provided by the Department and all training received by department members. The Training Captain or the authorized designee shall create and maintain training records. All members of the Department are responsible for assisting in documenting training activities by signing course rosters, submitting certificates of completion from outside training, or providing other means of training documentation.

Training records may be documented utilizing either hard copies stored in a traditional filing system or via electronic files.

### **500.3 Training Workgroup**

On an annual basis, the St. Johns Fire Department Training Workgroup will convene in the final quarter of the calendar year (October, November, and December) to design and develop the training plan for the upcoming year. Membership to the Workgroup is open to anyone willing to participate on an annual basis. The Training Captain will Chair the Workgroup. The deliverable of the Workgroup will be the Annual Training Plan that will be presented to the Fire Chief for approval. Once approved, the Annual Training Plan will be distributed to all members. A hard copy will be kept in the office area of the fire station.

### **500.4 Annual Training Plan**

The deliverable of the Training Workgroup will be the Annual Training Plan. The purpose of this document is to outline a comprehensive plan for the St. Johns Fire Department which builds upon the momentum and foundation of training previously provided to the organization, as well as identified opportunities for improvement from past training plans. The structure and content of this plan has been developed to meet the dynamic needs of the organization and its personnel, while simultaneously improving time management and coordination efforts through the early determination of calendar year training topics and events. While every effort will be made to adhere to the program provided in the plan, it should be noted that a reasonable



amount of flexibility and subsequent revision should be anticipated as additional events and training opportunities develop throughout the year.

The cumulative goal of the plan and its associated efforts is to provide personnel with the best possible preparatory knowledge, skills, and abilities while subsequently establishing the St. Johns Fire Department as a recognized authority on the safe, efficient, and effective delivery of all-hazards emergency response training. Doing so will ensure the fulfillment of our organizational mission as we strive to ensure the citizens and visitors of St. Johns experience a better quality of life through the

provision of excellent response services. Furthermore, the safety and effectiveness of our personnel and emergency scene operations will be enhanced by providing these diverse training opportunities developed in accordance with established federal, state, and local requirements.

#### **500.5 Training Records**

The St. Johns Fire Department will maintain comprehensive records of all training provided by the Department and all training received by department members. The Training Captain or the authorized designee shall create and maintain training records.

An individual training file for each member of the Department will be established upon hire. When a member ends employment with the Department, that member's training file will be archived and maintained for a minimum of seven full calendar years following the member's separation from service or in accordance with the department's established records retention schedule. Members of the Department shall be provided access to their individual training file upon request (Mich. Admin. Code, R 408.17411). Member training files should contain documentation of all work- or job-related licensing and certification that the member earns, achieves, or is awarded.





## **501 - NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING**

### **501.1 Purpose and Scope**

The purpose of this policy is to establish the training requirements for members to operate successfully under the Incident Command System (ICS) and the National Incident Management System (NIMS).

### **501.2 Policy**

It is the policy of the St. Johns Fire Department to utilize the NIMS/ICS in order to effectively manage personnel and resources when responding to a wide range of emergency incidents. All St. Johns Fire Department members whose job duties may include a role in emergency management or incident response shall be trained to be consistent with the NIMS.

### **501.3 Training**

Per the NIMS Training Program (May 2020), all incident personnel shall complete the following:

1. IS-100.c – Introduction to the Incident Command System, ICS 100 (Online)
2. IS-700.b – An Introduction to the National Incident Management System (Online)

Per the NIMS Training Program (May 2020), all Incident Supervisors (Officers) shall complete the following:

1. IS-200.c – Basic Incident Command System for Initial Response (Online)
2. IS-800.d – National Response Framework, an Introduction (Online)

Advanced NIMS Training for ICS Leaders/Supervisors that is consistent with the NIMS Training Program (May 2020) are frequently offered locally and may be taken by any personnel.

Refresher training will be offered regularly to ensure that NIMS/ICS knowledge and skills are maintained

### **501.4 Training Records**

All attained NIMS/ICS training certificates must be submitted to the Training Captain for inclusion in each individual's personnel training file within the Vector Solutions Learning Management System (LMS).





## 502 - CPR AND AUTOMATED EXTERNAL DEFIBRILLATOR TRAINING

### 502.1 Purpose and Scope

The purpose of this policy is to establish the training requirements for members to maintain the current and valid certificate that is required to perform CPR and to utilize an Automated External Defibrillator (AED).

#### 502.1.1 Definitions

Definitions related to this policy include:

**Automated External Defibrillator (AED)** - An external defibrillator capable of cardiac rhythm analysis that will charge, with or without further operator action, and deliver a shock after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia.

**Cardiopulmonary Resuscitation (CPR)** – An emergency procedure that can help save a person's life if their breathing or heart stops.

**Qualified instructor** - An individual qualified by the Michigan Department of Health and Human Services (MDHHS), the American Heart Association or American Red Cross, and the local medical control authority to teach AED/CPR.

### 502.2 Policy

It is the policy of the St. Johns Fire Department that all members whose duties include the use of an AED or the performance of CPR shall receive initial and recertification training to maintain the current and valid certificate required to utilize such equipment and/or skills. Initial training and recertification will consist of MDHHS-approved and local medical control authority-approved courses and will be provided by qualified instructors at the health care provider level.

### 502.3 Requirements

CPR and AED training should include (MCL 333.20919):

- Proper use, maintenance, and periodic inspection of the AED.
- The importance of CPR, defibrillation, Advanced Life Support (ALS), adequate airway care, and internal emergency response system, if applicable.
- Assessment of an unconscious patient to include evaluation of the airway, breathing, and circulation to determine cardiac arrest.
- The administration of CPR, obstructed airway, and other health care provider CPR curriculum skills.



- Information relating to AED safety precautions to enable the administration of a shock without jeopardizing the safety of the patient, rescuers, or other nearby persons.
- Recognition that an electrical shock has been delivered to the patient and that the defibrillator is no longer charged.
- Rapid, accurate assessment of the patient's post-shock status.
- The appropriate continuation of care following a successful defibrillation.
- Any other areas as determined by the local medical control authority.

In order to be authorized to perform CPR and utilize the defibrillator, an individual shall pass a written and skills examination with a pre-established standard. The skills test measures the ability to evaluate and manage the conditions listed above.

All CPR and AED training provided by the Department shall be approved and monitored by the local medical control authority, which shall also approve any written and skills examinations required for course completion. MDHHS or the local medical control authority shall approve AED instructors and designate public safety AED service providers.

#### **502.4 Training Records**

The Department shall maintain CPR and AED training records. All members shall forward their certification card to the Training Captain so it may be placed in their training file.



## CHAPTER 6 – EQUIPMENT, APPARATUS, AND TECHNOLOGY



## 600 - COMMUNICATIONS OPERATIONS

### 600.1 Purpose and Scope

The purpose of this policy is to establish guidelines for the use of communications during routine operations, emergency response, and mutual aid incidents. The basic function of the communications system is to satisfy the immediate information needs of the Department in the course of its activities.

### 600.2 Policy

The St. Johns Fire Department will provide access to numerous communications tools to facilitate a more efficient response to routine and emergency situations. The communication system is intended for official job-related communications between the fire department and its members, other responding agencies and Clinton County Central Dispatch.

### 600.3 Radios

1. All radio transmissions will be conducted in the **call, reply, and verify, format** by first stating the receiving unit name/number followed by the transmitting unit name/number. Whenever practical the destination or area of the call will be stated to avoid confusion when simultaneous responses occur.

#### **Example:**

SJFD Firefighter: Central Dispatch from Engine 34.

The receiving unit will respond with the calling unit's call sign and a status such as go-ahead or stand-by.

Central Dispatch: Go ahead Engine 34

The sending unit will state the unit they are calling

SJFD Firefighter: Engine 34 is responding to Walmart

The receiving unit will verify the information by stating the unit designator and the message

Central Dispatch: Engine 34 is responding to Walmart at 22:30.

2. Radio talk groups utilized for the purpose of communications and coordination during an incident will be requested by Incident Command and assigned by Clinton County Central Dispatch. The initial responding unit shall initiate all communications with Central Dispatch and additional responding units unless an Officer is in service.



3. Only the first responding unit must report that they are responding to, arriving at and clearing from an incident and be acknowledged. Subsequent responding apparatus must only report that they are responding.
4. The first arriving unit will report the arrival and initiate command. Subsequent arriving units will report according to directions provided by the Incident Commander.
5. All firefighters on the scene using portable radios shall be assigned a rig and report as a member of that apparatus.
6. The officer/unit in charge of the incident shall clear all units from the incident.

**Example:** Officer: Central Dispatch from St. Johns. 301, all St. Johns Units are clear from Walmart.

7. If a Fire Ground talkgroup is being used advise Central Dispatch when the incident is over so that the talkgroup may be “released.”
8. All non-emergency radio traffic will be transmitted on an approved administrative channel.
9. When an incident requires the use of the Incident Command System, the first arriving Officer or Firefighter with jurisdiction shall declare Incident Command with Central Dispatch using an incident identifier as the title of Command.

**Example:** Central Dispatch from St. Johns. 301, 301 will be State St. Command.

#### **600.4 Radio Issuance**

1. Take-home radios are issued to Officers and all firefighters once off probation.
2. If a firefighter is not issued a radio but the nature of the call requires all personnel to communicate via radio (i.e., structure fire, personal injury accident, etc.) then the firefighter may utilize a radio that is pre-placed in the responding apparatus.
3. If a firefighter is issued a radio from another agency or organization within the county then the firefighter must first receive permission from the Fire Chief to utilize that radio for fire department operations.

#### **600.5 Radio Talk Groups**

- Radio talk groups utilized for the purpose of communications and coordination during an incident will be requested by Incident Command and assigned by Clinton County Central Dispatch. The following talkgroups are assigned for communication use during emergency response that includes fire and/or EMS responses:



<b>19FE911</b>	Fire/EMS Main
<b>19FG1</b>	Fire Ground
<b>19OPS1</b>	All Discipline Coordination Channel
<b>19FG2</b>	Fire Ground
<b>19OPS2</b>	All Discipline Coordination Channel
<b>19FG3</b>	Fire Ground
<b>19OPS3</b>	All Discipline Coordination Channel
<b>19FG4</b>	Fire Ground
<b>19WATR1</b>	Water Supply Coordination
<b>19WATR2</b>	Water Supply Coordination
<b>8TAC91D</b>	Training
<b>8TAC92D</b>	Training
<b>AIRLZ1</b>	Landing Zone Coordination with Air Ambulance
<b>AIRLZ2</b>	Landing Zone Coordination with Air Ambulance
<b>19SJGRP</b>	All Discipline St. Johns Coordination Channel
<b>19SJFD</b>	SJFD Channel

- A fireground talkgroup and the corresponding operations talkgroup shall be automatically assigned for all fire calls and announced when the first fire unit checks in route.
- Central Dispatch will provide the talkgroup assignment in chronological order.
  - Example: 19FG1 and 19OPS1, 19FG2 and 19OPS2, 19FG3 and 19OPS3.
- All communication relating to the incident shall occur on the assigned talkgroup including PAR checks.
- If additional calls are received, the Incident Commander must be notified on their assigned talkgroup.
- Central Dispatch will monitor all fireground talkgroups during all incidents with the following exception:



- If Central Dispatch cannot monitor a fireground talkgroup due to extreme call volumes, Central Dispatch shall notify the Incident Commander on the assigned talkgroup that it will not be monitored and the Incident Commander will need to switch to **19FE911** to contact dispatch.
- Due to call volumes and the vast amount of information received at Central Dispatch, it is impossible to listen to all radio traffic. The Incident Commander will maintain primary responsibility for the monitoring of emergency traffic.

Requests for additional talkgroups will be assigned in chronological order upon the request from the Incident Commander.

### **600.6 Pagers**

SJFD is dispatched to all calls for service through Clinton County Central Dispatch. One of the mechanisms of communications received from dispatch is through a very-high-frequency (VHF) paging system. This Standard Operating Guideline (SOG) outlines the pager channels issued to firefighters.

#### **Pager Channels**

1. This is set up to beep when we get a call and will not monitor the county\*
2. This is set up to vibrate when we get a call and will not monitor the county
3. This is set to monitor the whole county and alert only for St. Johns

*\*Not Monitor the County - the pager will stay silent and you will not be able to hear dispatch and other departments unless our tones are set off*

*\*Monitor the County - you will be able to hear all radio traffic that is on 19FE911 and also hear our tones go off.*

### **600.7 Active911**

SJFD uses the Active911 mobile app as an additional alerting, mapping, communications and coordination tool. Clinton County Central Dispatch initiates the Active911 notification to your phone and our personnel can use it to understand the nature of the call, location of the call and determine who is responding.

1. A notification will be received from Central Dispatch through the Active911 application (the individual user can change notification settings)
2. Open the Active911 application.





3. The location, nature of the call, and a brief description of the problem will be identified in the application.
4. There are five options the individual may choose when acknowledging the call. They are:
  - a. *Resp* – You are responding to the station for the call
  - b. *Resp S* – You are responding directly to the scene for the call
  - c. *Cancl* – Sometimes we are “canceled” or given the notice to “disregard” by central dispatch. If you hit *Resp* and are given this notification you can switch to *Cancl* to indicate you are no longer responding.
  - d. *Avail* – Used if you are responding but, using your judgment, you are too far away from the station to make the first out truck (e.g., you are finishing up shopping at Meijer, you are coming home from work but still a bit too far away).
  - e. *Unvl* – You are not responding to the call
5. By tapping the *Response* bar underneath *DETAILS* you can see the total number of people who have indicated their intentions to respond.





## **601 - USE OF DEPARTMENT-OWNED PROPERTY**

### **601.1 Purpose and Scope**

The purpose of this policy is to provide guidelines for the care and maintenance of department property entrusted to department members and the return of department property upon separation from employment or affiliation with the Department.

### **601.2 Policy**

It is the policy of the St. Johns Fire Department to issue equipment to members for the purpose of performing their assigned duties. Members shall be responsible for the safekeeping, serviceable condition, proper care, use, and request for replacement of all department property issued or entrusted to their care. A member's intentional or negligent abuse or misuse of department property may lead to discipline, including but not limited to the cost of repair or replacement of the property, and up to and including termination.

### **601.3 Standard Operating Guidelines**

The following procedures shall be in effect regarding department property issued to members:

1. Members shall promptly report via the chain of command any loss, damage, or unserviceable condition of department-issued property or equipment assigned for member use.
2. The use of damaged or unserviceable department property should be discontinued as soon as practicable, and a supervisor should be notified so that the item may be replaced.
3. No member should attempt to repair damaged or unserviceable department property without supervisory approval.
4. Use of department property should be limited to official purposes in the capacity for which it was designed. Except when otherwise directed and/or required by circumstances, department property shall only be used by the member to whom it was assigned.
5. Department property should not be discarded, sold, traded, donated, destroyed, or otherwise disposed of without supervisory approval.

### **601.4 Surrendering Department Property Upon Separation**

Members who separate from the Department shall return all department property, regardless of its condition. The following guidelines should apply:



1. All department property, including keys and electronic devices, shall be returned to the Department no later than the member's departure date or as directed by the Fire Chief or the authorized designee.
2. A member who fails to return all department property in his/her possession may be required to reimburse the Department for the value of the property or may be subject to legal action brought by the Department.

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## **602 - NON-OFFICIAL USE OF DEPARTMENT PROPERTY**

### **602.1 Purpose and Scope**

The purpose of this policy is to provide guidance on the non-official use of department property. Department property includes, but is not limited to all chain saws, rescue saws, generators, fire hoses, hose adapters, suction hoses, ladders, rescue equipment, small tools, or any power-driven tools.

### **602.2 Policy**

The personal use of department property is not authorized. No equipment shall be loaned or used by a member for any purpose other than official department business without the express prior approval of the Fire Chief.

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## **603 - APPARATUS INSPECTIONS AND MAINTENANCE**

### **603.1 Purpose and Scope**

The purpose of this policy is to establish the testing, inspection, repair, and maintenance responsibilities of members with regard to department vehicles and apparatus. Vehicles and apparatus shall comply with all regulations specified in the Michigan Vehicle Code and/or the National Fire Protection Association (NFPA) 1911. Inspections also ensure that vehicles and apparatus are properly equipped, maintained, refueled, and present a professional appearance.

### **603.2 Policy**

It is the policy of the St. Johns Fire Department that all vehicles and apparatus comply with the applicable federal and state vehicle operating and safety criteria. All vehicles and apparatus should be inspected monthly while specific components (e.g., fuel, small engines, equipment, tools, SCBAs, etc.) are inspected monthly or weekly depending on the component. Vehicles and apparatus that are out of service for maintenance or repair need not be inspected until they are returned to service.

### **603.3 Records**

The Department shall maintain a written record of inspections, repairs, and maintenance for each vehicle or apparatus using the appropriate forms for the vehicle type. Completed forms should be forwarded to the Fire Chief and retained by the Department based on established records retention schedules.

Records of repair or replacement of apparatus shall be maintained for the life of the apparatus (Mich. Admin. Code, R 408.17461).



## 604 - KNOX BOX ACCESS

### 604.1 Purpose and Scope

The purpose of this policy is to provide information about the Knox® Rapid Access System and the roles and responsibilities of department members with regard to Knox-key security, storage, access and accountability. This policy shall apply to all buildings or sites within St. Johns Fire Department jurisdiction where a Knox-keyed device is needed or has been provided for accessibility for emergency responders.

#### 604.1.1 Definitions

Definitions related to this policy include:

**Knox-Box** - A locked box used for securely storing the keys to a gate, building or rooms within a building.

**Knox Company** - The manufacturer/vendor of Knox-Box, cabinets, key switches, padlocks and related accessories. This is the only company whose products can be accessed by the St. Johns Fire Department.

### 604.2 Policy

It is the policy of the St. Johns Fire Department to participate in its rapid entry system, which ultimately provides safe and secure nondestructive emergency access to commercial and residential properties. This resource minimizes potential budget impacts caused by forcible entry during an emergency and allows a building to be re-secured quickly and easily by members.

### 604.3 Accountability

No individual member shall be issued a Knox master key. Appropriate fire apparatus shall be equipped with locking units that are accessed by an individual pin code. Once the Knox master key is released, it should be used to access the Knox-keyed device at the location of the emergency and be immediately returned to the secured unit.

### 604.4 Knox-Box Locations

Location	Address





4. Fire alarm panel
5. Electrical room
6. Roof access
7. Other secured areas deemed appropriate by the owner and/or the Department

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## **CHAPTER 7 – RECORDS MANAGEMENT**





## **700 - RECORDS MANAGEMENT**

### **700.1 Purpose and Scope**

This policy provides guidelines for managing all department documents, including those in fire stations, to ensure that department records are maintained and available as needed. This policy also provides guidance on the retention, disposition, and security of records.

### **700.2 Policy**

It is the policy of the St. Johns Fire Department to follow a records retention schedule and to eliminate unnecessary retention of duplicate or obsolete documents. The St. Johns Fire Department utilizes the [General Retention Schedule #18 Local Fire and ambulance Departments Approved March 6, 2007](#) as its guideline for records retention.

### **700.3 Responsibility**

All members are expected to handle department records in a responsible manner and as provided in this policy.

Members are responsible for ensuring that records in their control are maintained as provided in the records retention schedule.



## CHAPTER 8 – SAFETY



## **800 - PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **800.1 Purpose and Scope**

The purpose of this policy is to reasonably protect St. Johns Fire Department members by providing and maintaining, at no cost to the member, personal protective equipment (PPE), safety devices, and safeguards for workplace activities.

### **800.2 Policy**

It is the policy of the St. Johns Fire Department to provide PPE and safeguards of the proper type, design, strength, and quality needed to reasonably eliminate, preclude, or mitigate a hazard.

### **800.3 Standard Operating Guidelines**

The Department will provide approved PPE that is appropriate for the hazard to members who are located in a workplace where there is a risk of injury. Members shall be expected to wear PPE any time there is a risk of exposure to a hazard. PPE shall include all of the following guidelines, requirements, and standards (29 CFR 1910.132; MCL 408.1014; Mich. Admin. Code, R 408.17431 et seq.):

1. The Department shall ensure that all PPE, whether provided by the Department or the member, complies with the applicable state standards (Mich. Admin. Code, R 408.17432), NFPA Standards, and American National Standards Institute (ANSI).
2. Members are responsible for maintaining their assigned PPE in a safe and sanitary condition.
3. PPE shall be of such design, fit, and durability as to provide adequate protection against the hazards for which they are designed.
4. PPE shall be reasonably comfortable and not unduly encumber member movements that are necessary to perform the task.
5. Officers shall ensure that all members use appropriate PPE.
6. Members shall not knowingly use defective or damaged PPE.
7. Members shall use all of the PPE provided by the St. Johns Fire Department as directed (Mich. Admin. Code, R 408.13310).
8. PPE shall include protection of the foot, leg, hand, body, face, eye, and head.

#### **Head Protection**

Members working in locations where there is a risk of head injuries from flying or falling objects



and/or electric shock and burns shall wear an approved protective helmet. Each protective helmet shall bear the original marking required by the ANSI standard under which it was approved. At a minimum, the marking shall identify the manufacturer, the ANSI-designated standard number and date, and the ANSI-designated class of helmet. Where there is a risk of injury from hair entanglements in moving parts of machinery, combustibles, or toxic contaminants, members shall confine their hair to eliminate the hazard (29 CFR 1910.135; MCL 408.1014; Mich. Admin. Code, R 408.17433).

### Face and Eye Protection

Members working in locations where there is a risk of eye injuries, such as punctures, abrasions, contusions, or burns from contact with flying particles, hazardous substances, projectiles, or injurious light rays that are inherent in the work or environment, shall be safeguarded by means of face or eye protection. Suitable screens or shields isolating the hazardous exposure may be considered adequate safeguarding for nearby members. The Department shall provide and require that members wear approved face and eye protection suitable for the hazard and in accordance with previously cited national standards (29 CFR 1910.133; MCL 408.1014; Mich. Admin. Code, R 408.17433).

### Body Protection

Body protection may be required for members whose work exposes parts of their bodies that are not otherwise protected from hazardous or flying substances or objects. Clothing appropriate for the work being done shall be worn. Loose sleeves, tails, ties, lapels, cuffs, or other loose clothing that can be entangled in moving machinery shall not be worn. Clothing saturated with flammable liquids, corrosive substances, irritants, or oxidizing agents shall either be removed and not worn until properly cleaned, or shall be destroyed (29 CFR 1910.132; MCL 408.1014; Mich. Admin. Code, R 408.17432).

### Hand Protection

Hand protection shall be required for members whose work involves unusual and excessive exposure of hands to cuts, burns, harmful physical or chemical agents, or radioactive materials that are encountered and capable of causing injury or impairment.

Hand protection (e.g., gloves) shall not be worn where there is a danger of the hand protection becoming entangled in moving machinery or materials. Use of hand protection around smooth-surfaced rotating equipment does not constitute an entanglement hazard if it is unlikely that the hand protection will be drawn into the danger zone.

Wristwatches, rings, or other jewelry should not be worn while working with or around machinery with moving parts in which such objects may be caught or around electrical equipment (29 CFR



1910.138; MCL 408.1014).

### Foot Protection

Appropriate foot protection shall be required for members who are exposed to foot injuries from electrical hazards; hot, corrosive, or poisonous substances; falling objects; or crushing or penetrating actions, or who are required to work in abnormally wet locations. Footwear that is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries shall not be worn. Footwear shall be appropriate for the hazard and shall comply with recognized national standards (29 CFR 1910.136; MCL 408.1014; Mich. Admin. Code, R 408.17434).

### 800.4 Issuing PPE

All PPE ensembles or elements shall be issued through the department's Logistics Firefighter. All fittings shall be completed by a manufacturer's representative.

1. Members shall only use department-issued PPE.
2. Members shall minimize the public's exposure to soiled or contaminated PPE and avoid wearing PPE to non-fire related emergencies.
3. Members shall not wear PPE inside station living quarters or other department facilities.

### 800.5 Cleaning and Decontamination

After each use, any elements that are soiled shall be cleaned and decontaminated. It is the firefighter's responsibility to clean his/her PPE ensemble or elements using the following process:

1. When possible, initiate cleaning at the incident scene.
2. Brush off any dry debris
3. Gently rinse off debris with a water hose.
4. Place any soiled PPE into a trash bag and keep the trash bag out of the main cab of the apparatus.
5. Wash PPE utilizing the industrial washing machine and dryer
6. Elements may also be air-dried in an area with good ventilation.

### 800.6 Repair of PPE

The department's Logistics Firefighter shall manage all PPE repairs utilizing a manufacturer-recognized repair facility. All elements shall be subject to an advanced or specialized cleaning



before any repair work is done. Loaner PPE is available to members while repairs are being made (Mich. Admin. Code, R 408.17431).

### **800.7 PPE Retirement**

Pursuant to the manufacturer's recommendations and applicable NFPA standards, all PPE ensembles and elements that are worn or damaged to the extent that the St. Johns Fire Department deems that it is not possible or cost-effective to repair shall be retired. All PPE ensembles and elements that are no longer useful for emergency operations but are not contaminated, defective, or damaged shall be retired and may be used for members as a part of the annual fire school.

### **800.8 PPE Recordkeeping**

The Department shall maintain or require contracted vendors to maintain records on all structural firefighting ensembles or elements.

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## **801 - PERSONAL ALARM DEVICES**

### **801.1 Purpose and Scope**

The purpose of this policy is to safeguard members who are engaged in interior structural firefighting activities or other immediately dangerous to life and health (IDLH) conditions that require the use of a self-contained breathing apparatus (SCBA) by providing each member with a personal alarm device. Such devices are known as Personal Alert Safety System (PASS) devices, Automatic Distress Signal Unit (ADSU), or other telemetry system that is designed to monitor responder movement and alert others to a lack of movement.

### **801.2 Policy**

It is the policy of the St. Johns Fire Department to provide all members engaged in interior structural firefighting activities or other emergency operations that require using an SCBA with a personal alarm device.

### **801.3 Use of Personal Alarm Devices**

All personal alarm devices shall meet the requirements of the National Fire Protection Association (NFPA) 1982 (Mich. Admin. Code, R 408.17440).

Members shall wear a personal alarm device whenever they are in atmospheres that are IDLH.

The Incident Commander (IC) shall apply personnel accountability measures to track the entry and exit of members from hazardous areas (Mich. Admin. Code, R 408.17451).

### **801.4 Maintenance**

All personal alarm devices shall be repaired and maintained by qualified members or service representatives in accordance with manufacturer recommendations.





## 802 - RESPIRATORY PROTECTION PROGRAM

### 802.1 Purpose and Scope

The purpose of this policy is to identify the respiratory protection program at the St. Johns Fire Department, the requirements and guidelines for the use of respirators, and the other mandates associated with their use.

This policy applies to all members whose job duties could require them to use respiratory protection, due to exposure to atmospheres where there is smoke, low levels of oxygen, high levels of carbon monoxide, or the presence of toxic gases or other respiratory hazards.

#### 802.1.1 Definitions

Definitions related to this policy include:

**Immediately dangerous to life or health (IDLH)** - Any atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere. Interior atmospheric conditions at structure fires beyond the incipient stage are considered IDLH, as are a variety of rescue types (29 CFR 1910.134; Mich. Admin. Code, R 325.60052).

**Respiratory protection** - Any device that the user wears to reduce or eliminate exposure to harmful contaminants through the inhalation of those contaminants.

### 802.2 Policy

It is the policy of the St. Johns Fire Department to require members to use the proper level of respiratory protection, as described below, when working in hazardous conditions (Mich. Admin. Code, R 408.17412; Mich. Admin. Code, R 408.17431). An Officer or Incident Commander (IC) may increase or decrease the level of protection based on his/her evaluation of the hazard. Members shall not be required, or allowed, to enter or work in hazardous conditions without proper respiratory protection, and shall be trained in the proper use and care of the devices.

### 802.3 Selection of Respirators in the Workplace

The St. Johns Fire Department has selected and provided an appropriate respirator based on the respiratory hazard(s) to which the worker is exposed and workplace and user factors that affect respirator performance and reliability. The following respirators are issued to each member:

1. Scott AV-3000 Full Facepiece
2. N95 Respirator





All personnel expected to respond and function in toxic atmospheres shall be equipped with SCBA and trained in its proper use and care. These respirators shall be used in accordance with the manufacturer's recommendations.

#### **802.4 Medical Evaluation**

Using a respirator may place physiological burdens on firefighters that vary with the type of work in which the respirator is used and the medical status of the employee. Accordingly, each employee must undergo a medical evaluation to determine the employee's ability to use a respirator. All new employees must undergo a medical evaluation prior to being fit tested or required to use a respirator.

After an employee has received clearance and begun to wear the respirator, additional medical evaluations will be provided under the following circumstances:

1. Employee reports signs and/or symptoms related to their ability to use a respirator, such as shortness of breath, dizziness, chest pains, or wheezing;
2. The physician or Chief Officer is informed that the employee needs to be reevaluated;
3. Information from this program, including observations made during fit testing and program evaluation, indicates a need for reevaluation;
4. A change occurs in workplace conditions that may result in an increased physiological burden on the employee.

#### **802.5 Respiratory Fit Testing**

Fit tests are used to qualitatively or quantitatively evaluate the fit of a respirator on an individual. Each new member shall be fit-tested before using an SCBA in a hazardous atmosphere and for N95 respirators. Fit tests may only be administered by persons determined to be qualified by the program administrator (29 CFR 1910.134; Mich. Admin. Code, R 325.60052; Mich. Admin. Code, R 408.17436).

After initial testing, fit testing shall be repeated:

1. Once every 12 months (December training).

#### **802.6 Respiratory Protection Use**

Members exposed to harmful environments during their assigned activities shall use respiratory protection devices (Mich. Admin. Code, R 408.17412; Mich. Admin. Code, R 408.17431).

Members using respiratory protection shall ensure that they have no facial hair between the sealing surface of the facepiece and the face that could interfere with the seal or the valve function. Members also shall ensure that they have no other condition that will interfere with the face-to-



facepiece seal or the valve function (29 CFR 1910.134; Mich. Admin. Code, R 325.60052).

Members shall not wear corrective glasses, goggles, or other personal protective equipment (PPE) that interferes with the seal of the facepiece to the face, or that has not been previously tested for use with that respiratory equipment.

For all tight-fitting respirators, members shall perform a user seal check each time they put on the respirators, using the procedures in 29 CFR 1910.134, App. B-1 or other department-approved procedures recommended by the respirator manufacturer.

### **802.7 Self-Contained Breathing Apparatus (SCBA)**

Self-contained breathing apparatus (SCBA) are atmosphere-supplying respirators for which the breathing air source is designed to be carried by the user.

Members shall use SCBA when entering an atmosphere that may be IDLH (29 CFR 1910.134; Mich. Admin. Code, R 325.60052; Mich. Admin. Code, R 325.52101(7); Mich. Admin. Code, R 408.17412; Mich. Admin. Code, R 408.17436). These situations may include but are not limited to:

1. Entering an area that may be oxygen deficient such as an unventilated structure.
2. Engaging in any firefighting operations, with the possible exception of a vegetation fire.
3. Entering the hot zone of a hazardous materials incident.
4. Entering any area where contaminant levels may become unsafe without warning or where exposures cannot be identified or reasonably estimated.
5. Any time use is specified by the Officer or IC.

### **802.8 SCBA Inspection and Maintenance**

Members are required to physically inspect and operate all SCBAs that are on frontline fire apparatus. They should be inspected at least once a week.

Members should thoroughly clean and sanitize all SCBA and respirators after each use (29 CFR 1910.134; Mich. Admin. Code, R 325.60052; Mich. Admin. Code, R 408.17431; Mich. Admin. Code, R 408.17436).

Full facepiece respirators may be washed with mild detergent and warm water using a brush, followed by a thorough rinsing with fresh water and drying in a contaminant-free location. Sanitizing of respirators is performed with cotton swabs and/or isopropyl alcohol pads.

All partially empty bottles should be replaced with full bottles. Members should perform the above inspections before placing an SCBA or respirator back in service.



Every SCBA shall be serviced on an annual basis by individuals who have been trained and certified by the SCBA manufacturer to perform such annual servicing (29 CFR 1910.134; Mich. Admin. Code, R 325.60052; Mich. Admin. Code, R 408.17436).

SCBA bottles shall be hydrostatically tested pursuant to applicable federal regulations, state standards, and manufacturer recommendations.

All maintenance and inspection mandates of 29 CFR 1910.134 and Mich. Admin. Code, R 408.17436 shall apply.

### **802.9 Equipment Requirements**

St. Johns Fire Department SCBAs shall meet the standards found in National Fire Protection Association (NFPA) Standard 1981 for Open Circuit Self-Contained Breathing Apparatus for Fire Fighters (1997 edition) and approved for use by NIOSH and any other Michigan Occupational Safety and Health Administration (MIOSHA) standard (29 CFR 1910.134; Mich. Admin. Code, R 325.60052; Mich. Admin. Code, R 408.17405).

### **802.10 Exposure**

Any member exposed to a hazardous atmosphere should immediately leave the room or area and move to an area containing fresh, uncontaminated air. Symptoms of hazardous atmosphere exposure may include but are not limited to:

1. Difficulty breathing.
2. Dizziness, headache, or other distress symptoms.
3. A sense of irritation.
4. A smell or taste of contaminants.

If a member feels ill or impaired in any way, the IC should be notified, and emergency medical personnel summoned if not already available on-scene. Any time there is a doubt about the need for medical care, medical care shall be obtained. Any injury or exposure must be documented on an injury reporting form. Under most circumstances, the exposed member should not drive a vehicle.

An attempt should be made to identify the exposure agent by questioning the facility representative or by reviewing a hazardous materials inventory.

### **802.11 Training (29 CFR 1910.134)**

St. Johns Fire Department is required to provide training to those who use respirators. Training on the respiratory protection program must be comprehensive, understandable, and shall be



administered annually.

The fire department shall ensure that each firefighter can demonstrate knowledge of at least the following:

1. Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator;
2. What the limitations and capabilities of the respirator are; C
3. How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;
4. How to inspect, put on and remove, use, and check the seals of the respirator;
5. What the procedures are for maintenance and storage of the respirator;
6. How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators;
7. The general requirements of this program.

Training should also take place when the following situations occur:

1. Changes in the workplace or the type of respirator render previous training obsolete
2. Inadequacies in the employee's knowledge or use of the respirator indicate that the employee has not retained the requisite understanding or skill; or

Any other situation arises in which retraining appears necessary to ensure safe respirator use.

### **802.12 Program Evaluation**

Each year the Policy and SOG Workgroup shall initiate a review of this program. All employees who wear, service or supervise employees wearing respirators shall periodically be asked to provide information on:

1. Adequacy of the respirator(s) being used.
2. Accidents, incidents in which the respirator failed to provide adequate protection.
3. Adequacy of training and maintenance on respirator use. The Program Administrator shall recommend changes in the program and its implementation based on this information.



## 803 - COMMUNICABLE DISEASE

### 803.1 Purpose and Scope

This policy provides general guidelines to assist in minimizing the risk of department members contracting and/or spreading communicable diseases.

#### 803.1.1 Definitions

Definitions related to this policy include:

**Communicable disease** - A human disease caused by microorganisms that are present in and transmissible through human blood, bodily fluid, tissue, or by breathing or coughing. These diseases commonly include but are not limited to hepatitis B virus (HBV), HIV, and tuberculosis.

**Exposure** - When an eye, the mouth, a mucous membrane, or non-intact skin comes into contact with blood or other potentially infectious materials, or when these substances are injected or infused under the skin; when an individual is exposed to a person who has a disease that can be passed through the air by talking, sneezing, or coughing (e.g., tuberculosis), or the individual is in an area that was occupied by such a person. Exposure only includes those instances that occur due to a member's position at the St. Johns Fire Department (see the *Exposure Control Plan* for further details to assist in identifying whether an exposure has occurred and how to document an exposure).

### 803.2 Policy

The St. Johns Fire Department is committed to providing a safe work environment for its members (Mich. Admin. Code, R 408.17411). Members should be aware that they are ultimately responsible for their own health and safety (Mich. Admin. Code, R 408.17412).

### 803.3 Exposure Prevention and Mitigation

All members shall use good judgment and follow training and procedures related to mitigating the risks associated with communicable disease. This includes but is not limited to (29 CFR 1910.1030; MCL 408.1014):

1. Stocking disposable gloves, antiseptic hand cleanser, CPR masks, or other specialized equipment in the work area or department vehicle, as applicable.
2. Wearing department-approved disposable gloves when in contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin can be reasonably anticipated.
3. Washing hands immediately or as soon as feasible after removing gloves or other PPE.





4. Treating all human blood and bodily fluids/tissue as if it is known to be infectious for a communicable disease.
5. Using an appropriate barrier device when providing CPR.
6. Using a facemask or shield if it is reasonable to anticipate an exposure to an airborne transmissible disease.
7. Decontaminating non-disposable equipment (e.g., laryngoscope, firefighting gloves, clothing, portable radio) as soon as possible if the equipment is a potential source of exposure.
  - a) Clothing contaminated by blood or other potentially infectious materials shall be removed immediately or as soon as feasible and stored/ decontaminated appropriately.
8. Handling all sharps and items that cut or puncture (e.g., needles, broken glass, razors, knives) cautiously and using puncture-resistant containers for their storage and/or transportation.
9. Avoiding eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure.
10. Disposing of biohazardous waste appropriately or labeling biohazardous material properly when it is stored.

#### **803.4 Exposure Control Plan**

The St. Johns Fire Department is committed to providing a safe and healthy work environment for our entire staff. In pursuit of this endeavor, the *Exposure Control Plan* (the "Plan") is provided to minimize or eliminate occupational exposure to bloodborne infectious diseases (MIOSHA Part 554) and other infectious diseases. It also describes how to document exposure reporting.

The *Exposure Control Plan* is a key document to assist our personnel in implementing and ensuring compliance with established requirements (MIOSHA Part 554), standards (NFPA 1581) and guidance thereby protecting St. Johns residents, visitors, businesses, and our fire department personnel. The *Exposure Control Plan* includes the following:

- Written policy for protecting employees from bloodborne pathogens and other infectious disease exposures
- Personnel responsible for administering the plan



- Employee exposure determination (a list of job classifications where employees may be exposed)
- Hepatitis B virus vaccination provisions
- Employee training (initial and annual training)
- Methods for control of bloodborne pathogens and other infectious diseases
  - Universal Precautions
  - Engineering Controls (i.e., safety devices and sharps containers)
  - Work Practice Controls (i.e., example, sharps handling and disposal, hand washing, cleanup)
  - Personal Protective Equipment (i.e., disposable gloves, face shields, masks, gowns)
  - Housekeeping and Laundry
- Post-exposure reporting, evaluation, counseling, and follow-up procedures.
- Procedures for evaluating circumstances surrounding an exposure incident.
- Recordkeeping, including training records, and plan updates.



## **804 - HIGH-VISIBILITY SAFETY VESTS**

### **804.1 Purpose and Scope**

The purpose of this policy is to describe the guidelines to protect members who may be exposed to hazards presented by passing traffic, construction vehicles, and disaster recovery equipment and to comply with applicable safety regulations including requirements contained in the federal Manual on Uniform Traffic Control Devices for Streets and Highways pursuant to 23 CFR 655.601 and Michigan law.

### **804.2 Policy**

It is the policy of the St. Johns Fire Department that all members shall wear class II high-visibility safety vests in addition to required personal protective equipment (PPE) whenever the emergency scene is located on or near a roadway where members are subject to the hazards of moving traffic, construction vehicles or disaster recovery equipment. Members working on roadways and not directly exposed to fire, flame, excessive heat or hazardous materials are expected to wear a high-visibility vest. This includes pump operators, support personnel and command officers. When it is anticipated that the emergency scene will be located on a roadway, high-visibility safety vests should be donned along with other appropriate PPE at the time of dispatch.

High-visibility vests should also be worn whenever a member or Officer believes increased visibility would improve safety or efficiency.





## **805 - VEHICLE SAFETY BELTS**

### **805.1 Purpose and Scope**

The purpose of this policy is to ensure that all members of the Department wear safety belts while operating or riding in department vehicles or privately owned vehicles while conducting department business. Using safety belts and other safety restraints significantly reduces the chance of death or injury in case of a traffic accident.

### **805.2 Policy**

It is the policy of the St. Johns Fire Department that all members shall wear properly adjusted safety restraints or safety harnesses when operating or positioned in any vehicle owned, leased or rented by this department. The member driving such a vehicle shall ensure that all occupants, including any non-members, are properly restrained (MCL 257.710e; Mich. Admin. Code, R 408.17421).

### **805.3 Inoperable Safety Belts**

No person shall operate department vehicles in which the safety belt in the driver's position is inoperable. No person shall be transported in a seating position in which the safety belt is inoperable (MCL 257.710e; Mich. Admin. Code, R 408.17421).

No person shall modify, remove, deactivate or otherwise tamper with the vehicle safety belts, except for vehicle maintenance and repair staff, who shall do so only with the express authorization of the Fire Chief.

Members who discover an inoperable restraint system shall report the defect to the Apparatus Lieutenant or the Fire Chief. Prompt action will be taken to replace or repair the system.

### **805.4 Restricted Riding Positions**

All members must ride in a seating position designed to be occupied by one person and is equipped with an operable safety belt. No person shall stand within the vehicle or ride on the tailboard or any step while the vehicle is in motion.



## 806 - APPARATUS/VEHICLE BACKING

### 806.1 Purpose and Scope

The purpose of this policy is to help members avoid the dangers inherent to vehicle backing operations and reduce the high incidence of firefighter injuries and fatalities.

#### 806.1.1 Definitions

Definitions related to this policy include:

**Apparatus** - Any department vehicle that is designed and equipped to support firefighting and rescue operations, including those equipped with an aerial ladder, elevating platform or water tower that may position members, handle materials, provide continuous egress or discharge water at positions elevated from the ground.

**Driver** - The member charged with driving the vehicle or apparatus. This member controls the vehicle or apparatus and therefore is responsible for its movement.

**Officer** - The member responsible for directing the operation of the vehicle or apparatus and its personnel.

**Spotter** - A member designated to direct the driver while backing up the vehicle or apparatus. This position may also be referred to as a backup person.

**Vehicle** - Any automobile, emergency vehicle, staff vehicle or light utility vehicle owned or leased by the St. Johns Fire Department and used for department business.

### 806.2 Policy

It is the policy of the St. Johns Fire Department that drivers utilize a spotter(s) to avoid any potential danger when backing the apparatus. Backing the apparatus or vehicle without a spotter's aid should only take place in unique circumstances.

### 806.3 Standard Operating Guidelines

1. Before backing an apparatus or vehicle, all potential impediments should be evaluated to ensure that the area is clear of obstructions.
2. Do not move the apparatus until the spotters are in place.
3. If the driver loses sight of the spotter the driver shall stop the apparatus or vehicle until the spotter is back in sight.
4. If more than one spotter is used, the driver must maintain contact with both spotters. This means shifting attention from one spotter to another frequently to safely move the apparatus or vehicle, while maintaining the safety of the spotters. This will require



the apparatus to be moving at a slower-than-normal rate.

5. The spotter should:

- Be constantly aware of the surrounds while performing this function.
- Look and listen for other vehicles and people that may enter the path of the vehicle or apparatus that is backing up.
- Stop any oncoming hazard or stop the vehicle or apparatus being backed up.
- Be aware of objects in the path of the vehicle or apparatus and direct the driver safely around them.
- Be attentive to ground-level obstructions and overhead hazards (e.g., tree branches, wires, signs, ladders, etc.)
- Maintain visual contact with the driver.
- Be in the line-of-sight of the mirrors of the vehicle or apparatus at all times.
- Illuminate him/herself at night with a flashlight to remain visible to the driver.
- Use hand signals to direct the driver. Hand signals should be somewhat exaggerated for clear understanding by the driver.
- Stand on the ground, never on an apparatus or vehicle.



## **807 - GROUND LADDER TESTING**

### **807.1 Purpose and Scope**

The purpose of this policy is to ensure that ground ladders are periodically inspected and tested for compliance with the standards outlined in Michigan law and by the National Fire Protection Association (NFPA). This safety measure is designed to reduce or eliminate the risk of injury to department members when using ground ladders.

### **807.2 Policy**

It is the policy of the St. Johns Fire Department to perform testing, inspection, and certification of all ground ladders for the safety of department members and to comply with applicable standards.

### **807.3 Inspection and Testing**

All department-owned ground ladders should be tested and certified annually (Mich. Admin. Code, R 408.17461). The actual testing interval may exceed 12 months if that time is reasonably needed for scheduling and completion of the testing process.

All ground ladders shall be inspected thoroughly and within 24 hours after each use (Mich. Admin. Code, R 408.17461). Any defect noted in the inspection shall be repaired and the ground ladder tested prior to being returned to service.

Ground ladder testing and certification should be performed by a trained, qualified vendor.

### **807.4 Records**

Records of all ladder testing and certification shall be maintained in accordance with *General Retention Schedule #18 Local Fire and ambulance Departments Approved March 6, 2007*.



## **808 - HOSE TESTING**

### **808.1 Purpose and Scope**

The purpose of this policy is to ensure that hose are periodically inspected and tested for compliance with the standards outlined in Michigan law and by the National Fire Protection Association (NFPA). This safety measure is designed to reduce or eliminate the risk of injury to department members when using ground ladders.

### **808.2 Policy**

It is the policy of the St. Johns Fire Department to perform testing, inspection, and certification of all hose for the safety of department members and to comply with applicable standards.

### **808.3 Inspection and Testing**

All department-owned hose should be tested and certified annually (Mich. Admin. Code, R 408.17461). The actual testing interval may exceed 12 months if that time is reasonably needed for scheduling and completion of the testing process.

All hose shall be inspected thoroughly and within 24 hours after each use (Mich. Admin. Code, R 408.17461). Any defect noted in the inspection shall be removed from service or repaired and replaced.

Hose testing and certification should be performed by a trained, qualified vendor.

### **808.4 Records**

Records of all hose testing and certification shall be maintained in accordance with *General Retention Schedule #18 Local Fire and ambulance Departments Approved March 6, 2007*.



## **809 - HAZARD COMMUNICATION**

### **809.1 Purpose and Scope**

The purpose of this policy is to protect the health and safety of department members who may be occupationally exposed to hazardous chemicals in the workplace pursuant to Michigan law (29 CFR 1910.1200; MCL 408.1014; Mich. Admin. Code, R 408.17411).

### **809.2 Policy**

It is the policy of the St. Johns Fire Department to develop, implement and maintain a written chemical hazard communication program for members to use as a reference. The program shall minimally describe how department members will receive information and training on the criteria specified for labels and other forms of warning and Safety Data Sheets (SDS) (29 CFR 1910.1200; MCL 408.1014; Mich. Admin. Code, R 408.17411).

### **809.3 Safety Data Sheets (SDS)**

The St. Johns Fire Department shall have an SDS for each hazardous chemical used in the workplace. The SDS concerning a hazardous chemical shall be readily accessible to members and prepared in accordance with Michigan law (29 CFR 1910.1200; MCL 408.1014).



## CHAPTER 9 – PERSONNEL





## **900 - RECRUITMENT AND SELECTION**

### **900.1 Purpose and Scope**

The purpose of this policy is to establish the recruiting and selection processes utilized by the St. Johns Fire Department. This policy supplements any rules that govern employment practices for St. Johns.

### **900.2 Policy**

In accordance with applicable federal, state, and local law, the St. Johns Fire Department provides equal opportunities for applicants and department members regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Department does not show partiality or grant any special status to any applicant, member, or group of members unless otherwise required by law.

### **900.3 Recruitment**

The St. Johns Fire Department employs numerous recruiting strategies including:

- Social media
- Local events (e.g., parades, block parties, etc.)
- Word of mouth

### **900.4 Selection Process**

The St. Johns Fire Department's selection process includes an interview, a background investigation, and a physical. Officers typically conduct the interview but firefighters may be requested to participate.

### **900.5 Background Investigation**

If the interview panel agrees that the applicant shall move on to the next step, the applicant shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the St. Johns Fire Department. The St. Johns Police Department conducts the background investigation.

### **900.6 Disqualification**

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:





- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public
- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.



## **901 - APPEARANCE AND DRESS**

### **901.1 Purpose and Scope**

The purpose of this policy is to establish a standardized uniform policy for dress, work and detail uniforms encompassing all occasions that require a department uniform.

### **901.2 Policy**

It is the policy of the St. Johns Fire Department that members shall wear the proper uniform at all times when on-duty or engaged in department-related activities.

### **901.3 Standard Operating Guidelines**

#### **Class A Formal Dress Uniform**

Class A uniforms are worn for formal occasions and will be worn at the direction of the Fire Chief. Formal occasions include, but are not limited to, public ceremonies, funeral visitations, funerals, or memorial services, etc. Uniform caps are to be worn for formal occasions and removed once indoors. The Class A uniform consists of the following:

- White dress shirt (Chief, Assistant Chief, Fire Marshal, Captain)
- Dress Coat (Chief)
- Blue dress shirt (Lieutenants, Firefighters)
- Dress pants
- Uniform Hat
- Black Tie
- Gold Badge (Officers)
- Silver Badge (Firefighters)
- Gold Name Place (Officers)
- Silver Name Plate (Firefighters)
- Tie bar

#### **Other Uniforms**

Other uniforms may be worn for all other occasions. Instances when these uniforms are to be worn include fire/EMS runs, scheduled public education events, fire inspections, etc. The Fire Chief may state specifically that polo shirts are to be worn for a particular event. Other uniforms consist of:



- SJFD polo
- Tactical Pants
- Jeans
- T-shirt
- Sweatshirt
- High-vis clothing
- SJFD jacket (department issued)
- Sweatshirt
- Boots, tennis shoes (sandals are not to be worn)
- Hats (Baseball, winter, etc.)
- Shorts (must be 5.11 shorts, EMS style shorts (blue/tan), or khaki shorts)

Gym shorts may be worn around the station but if attending a public event or responding to a fire/EMS call bunker pants should be worn.

#### Clean-Shaven

Firefighters should be clean-shaven (with the exemption of mustaches) to not create a barrier between the skin and the inner seal of their face masks.



## **902 - DRIVER'S LICENSE REQUIREMENTS**

### **902.1 Purpose and Scope**

The purpose of this policy is to establish procedures to ensure that all St. Johns Fire Department members who drive as a part of their duties have and maintain required driver's licenses and have received and maintain training required by Michigan law (MCL 257.301; MCL 257.312e).

### **902.2 Policy**

In order to promote driver safety, it is the policy of the St. Johns Fire Department that any member who is assigned duties that require him/her to drive department vehicles or equipment, or drive a privately owned vehicle while conducting department business, has and maintains driving privileges, required training, and licenses consistent with his/her duties and Michigan law.

### **902.3 Requirements**

Any member who is assigned duties that require him/her to drive department vehicles, equipment, or private vehicles shall be required to obtain and maintain a valid driver's license. Members who drive authorized commercial vehicles must have either the appropriate endorsement or have completed the applicable emergency vehicle operator's course and maintain continuing education as approved by the Michigan Fire Fighter's Training Council (MCL 257.301; MCL 257.312e).

While responding to, engaging in, or returning from an emergency alarm, members are exempt from having to carry their driver's licenses on their person (MCL 29.391).



## 903 - CITIZEN COMPLAINT

### 903.1 Purpose and Scope

The purpose of this citizen complaint policy is to identify specific steps for a citizen complaint process regarding fire department operations.

#### 903.1.1 Definitions

Definitions related to this policy include:

**Complaint** – a written statement regarding services provided by or actions taken by fire department personnel while representing the fire department that directly affects and aggrieves a citizen.

**Complainant** – Any citizen who has been directly affected and aggrieved by the action of fire department personnel.

### 903.2 Policy

All personnel shall receive and act on all complaints according to the following:

### 903.3 Filing of Complaints

1. All complaints must be made in writing. Complaints must be submitted to the Fire Chief.
2. A complaint shall include at the minimum the following:
  - a. Identification of the date, time, and location of the action. The name, mailing address, and phone number of the complainant.
  - b. A clear and concise statement of the nature of the complaint including identification of the specific incident or action causing the grievance.
3. Additional information which could help resolve the complaint should also be included, such as: a clear statement of the desired outcome of the processing of the complaint.
4. Identification of any witnesses to the action.
5. Any and all documentary evidence that the complainant believe supports the complaint.
6. The Police/Fire Board should be provided with a summary of each complaint and the resolution.



### **903.3 Acknowledgement and Response**

1. Complainants will receive acknowledgement of their complaint within 14 days.
2. A response to the complaint should be sent to the complainant within 30 days.
3. If the complaint is not resolved within 30 days a status notification will be sent to the complainant.

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## **904 - COMMENDATIONS**

### **904.1 Purpose and Scope**

The purpose of this policy is to provide guidelines for reporting and collecting reports of exceptional public service and for the evaluation and process for department awards.

### **904.2 Policy**

It is the goal of the St. Johns Fire Department to recognize members through an awards system for exceptional performance and years of service.

### **904.3 Types of Awards**

The types of awards offered by the St. Johns Fire Department include:

1. Life-Saving Award
2. Firefighter of the Year
3. Years of Service Pin
4. Years of Service Honor Wall

### **904.4 Awards Criteria**

Life-Saving Award – Awarded to a firefighter or multiple firefighters for their role being principally involved in saving another person's life and whose personal actions were directly responsible for the lifesaving act.

Firefighter of the Year – Firefighter of the Year may be awarded to anyone on the department. This award is voted on by their peers and is presented by the Chief each year at the department Christmas party.

Years of Service Pin – The pin is awarded to individual firefighters for every five (5) years of completed service.

Years of Service Honor Wall – If a Chief Officer, Officer, or Firefighter with a minimum of 10 years of service retires or resigns in good standing with the department they will have a hard plastic version of their helmet shield with their name, most recent badge number before retiring/resigning and start year/end year of service placed on the Honor Wall.



## **905 - LEAVE OF ABSENCE**

### **905.1 Purpose and Scope**

The purpose of this policy is to describe the management of a leave of absence due to family and medical leave, military leave, or other type of leave as discussed between the member, the Fire Chief, and the City Manager.

### **905.2 Policy**

It is the policy of the St. Johns Fire Department to manage a leave of absence for fire department members in compliance with federal and state laws in collaboration with the City Manager's office.

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## 906 - SOCIAL MEDIA

### 906.1 Purpose and Scope

The St. Johns Fire Department endorses the secure use of social media to enhance communication and information exchange, streamline processes, and foster productivity with its firefighters. This policy establishes the fire department's position on the use and management of social media and provides guidelines on management, administration, and oversight.

### 906.2 Policy – Department Use

- The Fire Department will follow all provisions and be consistent with the *City of St. Johns Social Media Policy* adopted by the City Commission.
- All department social media sites or pages shall be approved by the Fire Chief.
- The Fire Chief or their designee shall administer social media sites or pages.
- Social media pages will clearly indicate they are maintained by the fire department and shall have contact information prominently displayed.
- Social media page(s) will link to the department's official website.
- Social media page(s) will be designed for the target audience(s) such as the community, civic leadership, employees or potential recruits.
- Social media pages will state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the department.
- The Fire Department will follow all provisions and be consistent with the *Public Social Media Conduct and Comment Policy* as adopted by the City Commission.

### 906.3 Policy – Individual Use

- Department personnel representing the department via social media outlets shall do the following:
  - Conduct themselves at all times as representatives of the department and, accordingly, shall adhere to all department standards of conduct and observe conventionally accepted protocols and proper decorum.
  - Post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to department training, responses, activities, or work-related assignments without permission.



- Do not conduct political activities or private business.
- Department personnel's use of personally owned devices to manage the department's social media activities or in the course of official duties is prohibited without express written permission.
- Employees shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to electronic media.
- Precautions and Prohibitions
  - Department personnel shall abide by the following when using social media.
    - Department personnel are free to express themselves as private citizens on social media sites to the degree that their speech does not impair or impede the performance of duties, impair discipline and harmony among other firefighters, or negatively affect the public perception of the department.
    - As public employees, department personnel are cautioned that their speech either on duty and in the course of their official duties that has a nexus to the employee's professional duties and responsibilities may not necessarily be protected speech under the First Amendment.
    - This may form the basis for discipline if deemed detrimental to the department.
    - Department personnel should assume that their speech and related activity on social media sites will reflect their position within the department and of this department.
  - Department personnel shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the Fire Chief or designee.
  - Post personal photographs or provide similar means of personal recognition that may cause you to be identified as a firefighter, fire officer or employee of this department without prior written permission.
  - When using social media, department personnel should be mindful that their speech becomes part of the internet.



- Adherence to the department's code of conduct is required in the personal use of social media. In particular, department personnel are prohibited from the following:
  - Speech containing obscene or sexually explicit language, images, or acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias against any race, any religion, or any protected class of individuals.
  - Department personnel may not divulge information gained cause of their authority; make any statements, speeches, appearances, and endorsements; or publish materials that could reasonably be considered to represent the views or positions of this department without express authorization.
  - Department personnel should be aware that they may be subject to civil litigation for publishing or posting false information that harms the reputation of another person, group, or organization otherwise known as defamation including:
    - Publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person;
    - Using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose; or
    - Publishing the creative work of another, trademarks, or certain confidential business information without the owner's permission.
  - Department personnel should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected.
  - Department personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by the department at any time without prior notice.



## 907 - HIPAA-PROTECTED INFORMATION

### 907.1 Purpose and Scope

The purpose of this HIPAA-protected information policy is to ensure members do not release any patient information to anyone outside of the organization unless required for the purposes listed in this policy.

### 907.2 Policy

It is the policy of the St. Johns Fire Department that we maintain the confidentiality of patient information that we receive in the course of our work and that we ensure its security. St. Johns Fire Department prohibits the releasing of any patient information to anyone outside the organization unless required for the purpose of treatment, payment, or health care operations, and discussions of Protected Health Information (PHI) or Electronic Protected Health Information (e-PHI) within the organization should be limited.

Acceptable use of PHI and e-PHI within the organization include, but are not limited to the exchange of patient information needed for the treatment of the patient, billing, and other essential health care operations, per review, internal audits, and quality assurance activities.

All members will sign a *Confidence of Patient Information* form upon hire stating they will comply with patient information confidentiality and security during their entire employment or association with St. Johns Fire Department.

If a member knowingly or inadvertently breaches the patient confidentiality and security at any time, the Fire Chief shall be notified.



## **908 - CORRECTING UNACCEPTABLE BEHAVIOR AND/OR PERFORMANCE**

### **908.1 Purpose and Scope**

The purpose of this policy is to establish a consistent process for correcting unacceptable behavior and/or performance. This policy supplements any rules that govern employment practices for St. Johns.

### **908.2 Policy**

It is the policy of the St. Johns Fire Department to correct unacceptable behavior and/or performance by following a process for progressive negative discipline.

### **908.3 Table - Progression of Negative Discipline**

The St. Johns Fire Department adopts the following framework for actions to be taken in the event that policies are violated by any member. Progressive steps may be implemented in order to invoke disincentives to policy violations. The St. Johns Fire Department reserves the right to take any of the prescribed steps in any order in the event that a Firefighter, Officer or Chief Officer deems a policy violation or action of the fire department member to be serious enough to warrant a certain step. Such steps shall be documented. Progressive discipline shall be applied only where the Firefighter, Officer or Chief Officer believes that the potential for improvement and correcting the behavior is possible.



Action	What is Produced	Who Initiates	Expiration
Ascertain whether there are any issues contributing to the unacceptable behavior and/or poor performance that are not immediately obvious. Resolve these issues, if possible.	Should be documented in Guardian Tracking	Firefighters, Lieutenant, Captain, Assistant Chief, Chief	N/A
Informal Oral Reprimand	Should be documented in Guardian Tracking	Firefighters, Lieutenant, Captain, Assistant Chief, Chief	N/A
Counsel the fire fighter about poor performance and ensure that he or she understands the requirements to change behaviors or actions.	Counseling Memo	Captain, Assistant Chief, Chief	Next evaluation opportunity after a 6-month timeframe
Formal Written Reprimand	Formal Written Reprimand	Assistant Chief or Chief	Two years
Suspension (Length of suspension to be determined by the Chief Officer)	Record of Suspension	Assistant Chief or Chief	N/A
Termination		Chief	N/A



#### **908.4 Alternative Discipline**

Alternative forms of discipline may be necessary and are at the discretion of the Assistant Fire Chief and/or Fire Chief. Examples of alternative discipline include:

- Establishing a Special Evaluation Period
  - A firefighter may be given a special evaluation period to resolve a work performance/behavioral issue.
- Demotion
  - An individual is reduced in rank
- Assigned additional training to be completed by a specific date/time to clarify tasks, concepts, policy, SOGs, etc.

#### **908.5 Last Chance Agreement**

The Fire Chief has the discretion of forming a Last Chance Agreement on behalf of the department with a member. This is a specific agreement providing a final opportunity to improve performance or correct behavior before termination of employment. This agreement should be signed by the Fire Chief, member, and forwarded to the St. Johns City Manager.

#### **908.6 Disciplinary Investigations**

All allegations of misconduct will be investigated as follows:

##### **908.6.1 Supervisor Responsibilities**

In general, the primary responsibility for the investigation of a complaint rests with the member's immediate supervisor, unless the supervisor is the complainant, is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Fire Chief may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

Supervisors shall be responsible for the following:

- Respond to all complaints in a courteous and professional manner.
- A supervisor receiving a formal complaint involving allegations of a potentially serious nature shall ensure that the Assistant Fire Chief and Fire Chief are notified as soon as practicable.





- When the nature of a personnel complaint relates to sexual, racial, ethnic or other forms of prohibited harassment or discrimination, the supervisor receiving the complaint shall promptly contact the Fire Chief for direction regarding his/her role in addressing the complaint.
- Interviews of the complainant should be conducted during reasonable hours.

#### 908.6.2 Investigation Procedures

- Prior to any interview the member should be informed of the nature of the investigation.
- Interviews of accused members should be conducted during reasonable work hours of the member.
- No more than two interviewers should ask questions of an accused member to prevent confusion or misunderstanding.
- All interviews shall be for a reasonable period or duration and the member's personal needs shall be accommodated.
- No member shall be subjected to offensive or threatening language nor shall any promises, rewards or other inducements be used to obtain answers. Any member refusing to answer questions directly related to the investigation may be subject to discipline for failing to do so.
- All members shall provide complete and truthful responses to questions posed during interviews.
- Contact with prospective witnesses in an internal affairs investigation, with the intent to influence prospective witnesses on the outcome of the investigation is strictly prohibited.

#### 908.6.3 Investigation Format

Investigations of complaints should be timely, detailed, complete and follow this format:

**Introduction** - Include the identity of the member, the identity of the assigned investigators, the initial date and source of the complaint.

**Synopsis** - Provide a very brief summary of the facts giving rise to the investigation.





**Summary of allegations** - List the allegations separately, including applicable policy sections, with a very brief summary of the evidence relevant to each allegation.

**Evidence as to each allegation** - Each allegation should be set forth with the details of the evidence applicable to each allegation and include comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

**Conclusion** - A recommendation regarding further action or disposition should be provided.

**Exhibits** - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

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## **909 - PERFORMANCE EVALUATIONS**

### **909.1 Purpose and Scope**

The purpose of this policy is to detail the St. Johns Fire Department performance evaluation system which is used to record work performance for both the Department and the employee, giving recognition for good work and providing a guide for improvement where needed.

### **909.2 Policy**

It is the policy of the St. Johns Fire Department to evaluate member performance in a nondiscriminatory manner based upon job-related factors specific to the employee's position, without regard to actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

### **909.3 Self-assessments and Goal Setting**

At the first training in December, all members are provided an opportunity to conduct a self-assessment and establish goals for the following calendar year. Those members holding the rank of firefighter will complete a self-assessment with categories including, but not limited to:

- Communication and interaction with other department members
- Development of fire and EMS skills
- Knowledge of department policies and standard operating guidelines
- Response to calls for service
- Safety
- Training
- Mentorship
- Following instructions
- Task performance

Those members holding the rank of Officer or Chief Officer will complete a self-assessment with categories including, but not limited to:

- Communication and interaction with other department members
- Leadership
- Decision-making



- Development of fire and EMS skills
- Knowledge of department policies and standard operating guidelines
- Response to calls for service
- Safety
- Training
- Mentorship
- Following instructions
- Task performance

#### 909.4 Assessment Ratings

**Outstanding** - Performance that is well beyond that expected or required in the expectations for the position. It is an exceptional performance, definitely superior or extraordinary.

**Exceeds Expectations** - Performance that is better than expected of a fully competent member. It is superior to what is expected or required by the expectations for the position but is not of such rare nature to warrant outstanding status.

**Meets Expectations** - Performance expected of a fully competent member and meets the expectations required of the position.

**Needs Improvement** - Performance that is less than that expected of a fully competent member and less than the expectations required of the position. A needs improvement rating should be thoroughly discussed with the member and include a structured plan intended to improve performance, with short-interval interim evaluations.

**Unsatisfactory** - Performance that is inadequate or undesirable, intolerable and inferior to the standards required of the position.

Written comments should be used by the rater to document the employee's strengths and weaknesses and make any suggestions for improvement. Any job dimension rating marked unsatisfactory or outstanding should be substantiated in the rater comments section.

#### 909.5 Evaluation Process



The St. Johns Fire Department conducts evaluations on a bi-annual basis. The evaluations may be conducted by the Captain(s) or Chief Officers.

1. The first evaluation opportunity is a brief, informal evaluation at the first and/or second training in June. This is an opportunity to review the previous end-of-year self-assessment and goals established by the member to determine if the member is meeting their identified goals and areas for improvement.
2. The second evaluation opportunity is a scheduled evaluation in December. This is an opportunity to review the previous end-of-year goals, newly established goals for the upcoming year, and have a discussion on strengths and areas for improvement based on the end-of-year self-assessment.

#### **909.6 Correcting Unacceptable Behavior and/or Performance**

Evaluation opportunities shall maintain a focus on the discussion of strengths and areas for improvement. Correcting unacceptable behavior and/or performance should only be addressed if established policy/standard operating guidelines are not being followed.

This may also be an opportunity to review any counseling memos or formal written reprimands received, to ensure that actions have been taken to address the counseling memo or formal written reprimand, and to remove it from a personnel file if the document has reached its expiration date



## **910 - MINIMUM MONTHLY WORK PERCENTAGE**

### **910.1 Purpose and Scope**

The purpose of this policy is to define the minimum monthly work percentage required for personnel in the fire department.

### **910.2 Policy**

It is the policy of the St. Johns Fire Department to set forth a mandatory minimum requirement for monthly work hours for its personnel. Firefighters are expected to fulfill a minimum of **twenty-five (25) percent** of work hours per month, while Officers must achieve a minimum of **thirty-five (35) percent** of work hours each month.

### **910.3 Work Hours**

The work hours schedule commences on the first day of every month and concludes on the final day of the month. All completed work hours are accounted for. The attainment of work hours can be accomplished through the following methods:

1. Mandatory training on the first and third Monday of each month from 18:30 – 21:30
2. Responses to paid-on-call emergencies
3. Other training opportunities through SMOKE
4. Participating in a fire department workgroup
5. Work/logistics days
6. Mentorship
7. Community public relations events
8. Other paid opportunities as determined by Officers and/or Chief Officers

### **910.4 Failure to Achieve Minimum Work Hours**

Failure to achieve the minimum work hours will result in following the steps established in the correcting unacceptable behavior and/or performance policy.

At the beginning of each calendar year, all members will restart at step one of the correcting unacceptable behavior and/or performance policy. If habitual tendencies are discovered, Chief Officers have the discretion to not restart a person at step one of correcting unacceptable behavior and/or performance policy.



## 910.5 Exceptions

Exceptions to the defined minimum monthly work hours are defined below:

### 1. Full-time Fire/EMS or EMS Employment

Full-time Fire/EMS providers or private EMS providers only need to complete a minimum of **fifteen (15) percent** of work hours per month.

### 2. ~~Leave of Absence~~

~~Per Policy 1005, leave of absence encompasses family and medical leave, military leave, or other type of leave as discussed between the member, the Fire Chief, and the Township Superintendent. Personnel on a leave of absence are not required to complete minimum monthly work hours.~~



## **911- ALCOHOL AND DRUG USE**

### **911.1 Purpose and Scope**

The purpose of this policy is to provide a safe and drug-free work environment.

### **911.2 Policy**

#### **1) Use of Alcoholic Beverages and Drugs**

- a) Employees shall not possess, sell, or use alcoholic beverages or illegal drugs nor abuse prescribed controlled substances while on the job or on municipal property.
- b) Employees shall not work, report to work or respond to calls under the influence of alcoholic beverages, illegal drugs or under the influence of controlled substances, except as provided in sub-paragraph C.
- c) Employees must report to their supervisor when they are experiencing or may experience a reaction to a prescription/over the counter medication, which may affect their ability to do their job and then provide a list of medications taken.
- d) Employees shall not drive any Department vehicle or respond to any emergency in their personal vehicle subsequent to the use of alcoholic beverages, illegal drugs, while under the influence of controlled substances or any prescription/over the counter medication, which may impair their ability to operate the vehicle in a safe and controlled manner.
- e) Employees must report all prescribed controlled substance use to their supervisor and provide information addressing its impact in performing the duties of the job.

#### **2) Drug Dependency Treatment**

Employees shall disclose any drug or alcohol problem to their employer. If an employee advises their employer of a drug/alcohol problem, it is recommended the employee receive treatment and take a leave of absence until the employee successfully completes the treatment program.





### **911.3 Procedures**

#### **1) Drug and or alcohol screens will be conducted in the following instances:**

- a) Post offer of conditional employment physicals. When an employee is involved in an accident with a department or personal vehicle, while acting on behalf of the department, the employee will be required to consent to a drug/alcohol test.**
- b) When there is a reasonable suspicion that an employee is using or possessing illegal drugs or alcoholic beverages or is abusing a controlled substance at work or is working or reporting to work under the influence of illegal drugs, alcoholic beverages, or an abused or controlled substance, that employee shall be required to consent to a drug/alcohol test immediately. Reasonable suspicion may be based upon, but not limited to, unexplained, and excessive absence, reports that the employee uses or is under the influence of alcoholic beverages or drugs during work, the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, possession of paraphernalia used in connection with any illegal drug or substance subject to these rules. If drug or alcohol testing requires transport to a medical facility, transportation will be provided directly from the scene.**
- c) Testing will require that the employee provide a urine and/or blood sample. Any time an employee is requested to take a drug/or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the employer. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered admission of a positive test and will subject the employee to discharge. All drug screen samples will be given at a licensed medical facility or doctor's office chosen by the employer. The employee tested shall receive results as soon as possible after they become available.**
- d) Recognizing the potential problems created by alcohol use, including reduced performance, adverse public perception, and liability to the employer, the Department will accept zero tolerance as the standard. Testing shall be administered when there is reasonable suspicion that an employee has reported to work or responded to an incident impaired or under the influence of illegal drugs or alcoholic beverages.**
- e) The fire chief or director shall make a reasonable effort to ensure an adequate response of personnel. If an inadequate number of personnel are expected to be unavailable, the fire chief or director shall be notified so that a stand-by from another department can be established.**
- f) When any employee has a reasonable suspicion that another employee of the organization is under the influence of alcohol or has consumed alcoholic beverages while on duty, he/she shall report the suspicion immediately to the fire chief or director. A PBT may also be requested, at the scene and followed up with additional testing as necessary.**





## 2) Rehabilitation and Counseling

- a) Any positive drug or alcohol test will result in the employee being relieved from duty. In the case of a positive test, the employee shall complete a professional evaluation for a drug/alcohol related problem. Subsequent treatment is required, and the employee cannot work for a specific period of time, the employee will be considered on medical leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an approved treatment program as soon as possible.
- b) The employee must provide satisfactory medical evidence that he/she has completed the program and is fit to return to work. The employer will require written verification that an employee is participating in or has successfully completed a treatment program.
- c) Any employee who has returned to work is subject to retesting as otherwise provided in this policy. If he/she fails the retest, they shall be discharged.

## 3) Disciplinary Action

- a) Disciplinary action is appropriate in the following instances:
  - i) Any employee who is in the possession of, sells, or uses alcohol, or illegal drugs or illegally possesses, sells, or uses a controlled substance, while on the job shall be subject to immediate discharge.
  - ii) Any employee who works or reports to work under the influence of alcohol, controlled substances, or drugs shall be immediately suspended and shall be subject to discipline up to and including discharge. This includes prescribed/over the counter medication not reported to an officer as required by Section 1.c. above. The type and severity of discipline will depend on all circumstances, including nature of substance, employee's explanation, and willingness to enter a rehabilitation program if treatment is appropriate.
  - iii) Refusal to submit to a drug/alcohol test is grounds for immediate discharge.
  - iv) Anyone involved in the trafficking of illegal drugs or controlled substance will be subject to immediate discharge.



#### 4) Appeal

- a) Any employee may appeal action taken by the employer under this policy through the appropriate grievance procedure.

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## CHAPTER 10 – FACILITY



## **1000 - FIRE STATION CLEANLINESS AND MAINTENANCE**

### **1000.1 Purpose and Scope**

The purpose of this policy is to provide for the health of all members and visitors by establishing guidelines for fire station cleanliness and maintenance, to ensure that stations and equipment are properly maintained and that clean and sanitary conditions exist.

### **1000.2 Policy**

It is the policy of the St. Johns Fire Department that routine care, maintenance, and cleaning shall be conducted weekly at the fire station by members.

### **1000.3 Standard Operating Guidelines**

1. All members must help towards keeping the fire station and our equipment in a neat and clean condition.
2. The station and equipment shall be maintained in a clean, orderly, and sanitary condition. Tasks to accomplish this include, but are not limited to:
  - a. Vacuuming
  - b. Taking out the trash
  - c. Sweeping and mopping floors
  - d. Dusting
  - e. Polishing
  - f. Cleaning apparatus bays
  - g. Cleaning apparatus



## **1001 - FACILITY SECURITY**

### **1001.1 Purpose and Scope**

The purpose of this policy is to establish guidelines for the physical security of the fire station. The safety and security of department members are the primary purposes of this policy. Department members should be mindful of their responsibility to protect themselves from any potential physical threats and to protect the security of the fire department.

### **1001.2 Policy**

It is the policy of the St. Johns Fire Department to provide physical security measures for the fire station.

### **1001.3 Standard Operating Guidelines**

Members are responsible for ensuring that all department facilities remain secured from unauthorized access at all times.

Department members should apply the following guidelines whenever practicable.

- **1001.3.1 Fire Station Accessibility**

The fire station should only be accessible to the public during published business hours and only when sufficient staffing is available to monitor the movement of visitors and restrict access to areas containing confidential or sensitive materials or information.

No public access to the fire station should be permitted outside of the published business hours. The fire station should be secured against unauthorized entry when closed or when sufficient department personnel are unavailable to monitor visitor access.

- **1001.4.1 Public Access Areas and Controlled Areas**

Fire stations are considered secure facilities with limited public access. Public access to a fire station shall only be permitted into the designated public access area, which should be kept free of confidential records, reports or other protected materials.

A member of the Department should accompany any visitor entering the controlled areas of the fire station. All visitors should be monitored throughout their stay in the fire station. The public should not be allowed access to any area where members have storage for personal belongings.

- **1001.5.1 Exterior Doors**

All fire station exterior doors are equipped with self-closing and self-locking doors. All exterior doors should be kept closed and locked at all times, including apparatus bay doors,



unless a member is present to prevent unauthorized access. All access points to the fire station should be closed and locked whenever no members are present.

- 1001.6.1 Breach of Security

All members are responsible for maintaining the fire department's security.

Any breach in security should be reported as soon as practicable, through the chain of command, to the Fire Chief.

Any criminal activity that occurs and that poses a threat to department members should immediately be reported to local law enforcement. If warranted by conditions or circumstances, any on-duty members should be notified of the incident and any recommended precautions as soon as practicable. Other members of the Department should be notified of the incident as soon as practicable, given the totality of the circumstances.

- 1001.7.1 Suspicious Activity

Department members should be vigilant about any suspicious activity occurring in or around department facilities and should report any such activity, through the chain of command, to the Fire Chief. In some circumstances it may be necessary to immediately contact law enforcement to investigate suspicious activity or circumstances. Suspicious activity may include, but is not limited to:

- Anyone is loitering in the vicinity of the fire station for an extended period of time.
- Unknown individuals photographic or taking images of the fire station, of members of the Department working at the fire station, or of department apparatus.
- Unknown individuals who appear to be monitoring activities taking place at the fire station.
- Anyone attempting to gain access or requesting access to the fire station without proper authorization
- Any abandoned packages or other items left on station grounds or adjacent to the fire station.
- Any unknown or abandoned vehicles left on station grounds or adjacent to the fire station.



## **1002 - FLAG DISPLAY**

### **1002.1 Purpose and Scope**

The purpose of this policy is to provide guidance to members of the St. Johns Fire Department regarding the proper display of the flags of both the United States and the State of Michigan.

### **1002.2 Policy**

It is the policy of the St. Johns Fire Department to display flags at department facilities in compliance with Michigan and federal laws.

### **1002.3 Displaying the Flag of the United States**

Federal law providing for the use and display of the U.S. flag is contained in Title 4 Chapter 1 of the United States Code, commonly referred to as the "Flag Code." Members of this department will display the flag of the United States in accordance with the provisions of 4 USC § 1 through 4 USC § 10.

#### **1002.3.1 DISPLAY OF THE U.S. FLAG IN DAILY OPERATIONS**

Department members should consult the Flag Code for guidance whenever the flag of the United States is to be displayed in any manner. This is to ensure that the display is presented in accordance with the Flag Code and as follows:

1. The United States flag should be conspicuously posted on all department facilities during hours of operation.
2. The universal custom is to display the flag only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness (4 USC § 6).
3. The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed (4 USC § 6).
4. The U.S. flag may only be flown at half-staff by presidential or gubernatorial decree, and on Memorial Day until noon (4 USC § 7).

Whenever the U.S. flag is displayed in conjunction with other flags or symbols it should occupy the "Place of Honor" (4 USC § 7).

### **1002.4 Display of the State of Michigan Flag**

Members of the St. Johns Fire Department may display the Michigan state flag prominently and in the proper position of honor in accordance with the United States Flag Code (MCL 2.91).

#### **1002.4.1 DISPLAY OF THE MICHIGAN FLAG IN DAILY OPERATIONS**



Department members should ensure that whenever the flag is to be displayed in any manner, it is displayed and presented appropriately (MCL 2.91). Displays of the flag should be consistent with the following protocol:

1. The flag should be conspicuously posted on all department facilities during hours of operation.
2. Generally, the flag should be displayed only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness.
3. The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
4. The flag shall be flown at half-staff whenever the flag of the United States is flown at half-staff, and may only be flown at half-staff at other times by order of the Governor of Michigan, including for the line-of-duty death of a firefighter and on Firefighters Memorial Day on the fourth day of May each year (MCL 435.351).
5. Whenever the flag is displayed in conjunction with the United States flag, the United States flag shall occupy the position of first honor (4 USC § 7). When the flag is displayed in conjunction with other flags or symbols, it should occupy the position of honor.

### **1002.5 Other Flags**

Other flags (e.g., firefighter's flag) may be displayed as long as they are flown in accordance with the above Flag Codes.



**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**April 28<sup>th</sup>, 2025**

<b>Department: Wastewater</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Wastewater Maintenance Software</i></b>	<b>[X] AllMax Software Quote [X] Lucidity Software Quote [X] Support Subscription Service Agreement [X] End User License Agreement</b>	<b>[X]</b>
<b>Prepared by: Jordan Whitford, Wastewater Supervisor</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** To modernize operations and enhance maintenance efficiency and recordkeeping at the treatment plant and five lift stations, staff has spent the past several months evaluating two maintenance and asset inventory software programs. After thorough testing, staff determined that AllMax Software offers the best fit for the City’s needs, both in functionality and cost. Implementing this software will provide a centralized database to inventory assets, store maintenance records and operating manuals, and schedule preventive maintenance tasks, ensuring equipment is maintained at its appropriate intervals.

**BACKGROUND/DISCUSSION:** The wastewater treatment plant and lift stations contain a wide range of equipment that requires regular maintenance to ensure efficient and effective operation. Currently, staff relies on paper worksheets and file folders to manage maintenance-related information, including operating manuals, service intervals, repair logs, and routine maintenance records. While this system has served its purpose for many years, it has become increasingly cumbersome and inefficient, particularly when trying to locate records previously maintained equipment. In addition, maintaining accurate maintenance records and a complete asset inventory is a requirement of our National Pollutant Discharge Elimination System (NPDES) permit, regulated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

**STRATEGIC PLAN OBJECTIVE:** Public Facilities – Goal #1: Continue to offer High Quality Services and Facilities for Residents

**FISCAL IMPACT:** Included in the FY 24-25 budget are monies for the purchase of this program.

**RECOMMENDATION:** Staff recommends that the City Commission sign and approve the End User License agreement as well as the Support Subscription Agreement from AllMax Software. The City Attorney has reviewed both documents and finds them legally sufficient.



## City of St Johns MI: Antero 2 seat License

### City of St Johns MI

St Johns, Michigan 48879-0477

### Jordan Whitford

jwhitford@ci.saint-johns.mi.us

+19892248944 ext 230

Reference: 20240213-121406822

Quote created: February 13, 2024

Quote expires: April 30, 2025

### AllMax Software

PO Box 121

Roundhead, OH 43346

United States

### Prepared by: Doug Klima

dklima@allmaxsoftware.com

**Total** **\$10,568.00**

PRODUCTS & SERVICES	QUANTITY	PRICE
Antero CMMS	1	\$6,600.00
Antero CMMS - Add User	1	\$1,500.00
AllMax Annual MSP Subscription - New (Locally Hosted)	1	\$2,468.00
Antero Mobile User License	1	\$0.00 after \$360.00 discount
Antero Basic Setup	1	\$0.00 after \$4,500.00 discount

## SUMMARY

One-time subtotal \$10,568.00  
after \$4,860.00 discount

<b>Total</b>	<b>\$10,568.00</b>
<b>Total contract value</b>	<b>\$10,568.00</b>

## Comments

2 Hours Complimentary Online Training, Expires 1 year from purchase date  
Antero 2 seat license  
Antero Mobile 1 user license  
\*\*Antero Mobile user license, No charge 1st year. The estimated cost the following year is \$360.00

## Purchase terms

## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Jordan Whitford**  
jwhitford@ci.saint-johns.mi.us

**Verify to sign**

# Business Proposal

## City of St. Johns, MI



February 11, 2025

Dear City of St. Johns Team,

We are pleased to present this proposal for the Lucidity Asset Management Software to support the City of St. Johns' asset management and maintenance needs. Our solution is designed to streamline operations, improve scheduling, and enhance the management of city infrastructure, ensuring a more efficient and organized workflow for your team.

Lucidity will replace your existing paper and spreadsheet-based system, simplify work order creation, automate maintenance schedules, and support future mobile adoption. Our intuitive, scalable platform is designed for ease of use and seamless transition, with custom digital work order templates that mirror your current work order formats.

By transitioning to Lucidity, the City of St. Johns will benefit from a more structured, efficient, and proactive asset management approach, ensuring that infrastructure maintenance is handled more effectively and with less administrative burden.

We look forward to working with you to implement Lucidity and help the City of St. Johns optimize its asset management.

Sincerely,  
The Ideagen Lucidity Team



## Executive Summary

# Objectives

Lucidity Asset Management Software will address the City of St. Johns' operational challenges and streamline asset tracking, work order management, and maintenance scheduling. Our solution will:

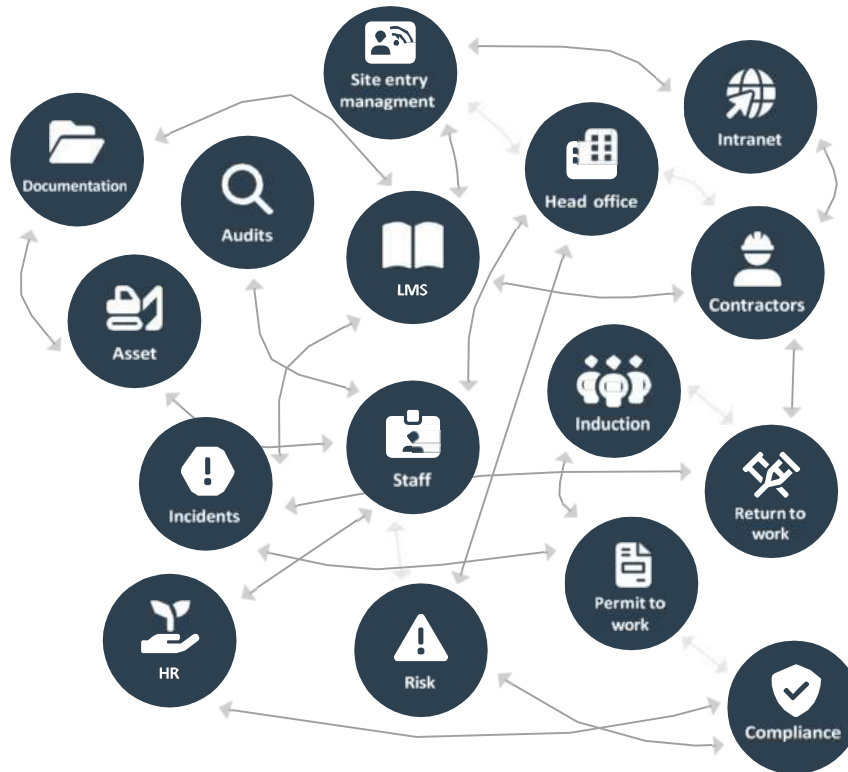
- Digitize and centralize asset records to replace the existing paper and spreadsheet-based system.
- Simplify work order creation and tracking.
- Enable proactive maintenance scheduling to improve equipment longevity.
- Enhance usability and adoption with an intuitive interface that is easy to learn.
- Provide scalable mobile access, facilitating future mobile-friendly workflows.
- Ensure data security and accessibility, including the ability to store and retrieve data if needed.
- Replicate St. Johns' existing work order templates for seamless adoption.

### Key Capabilities:

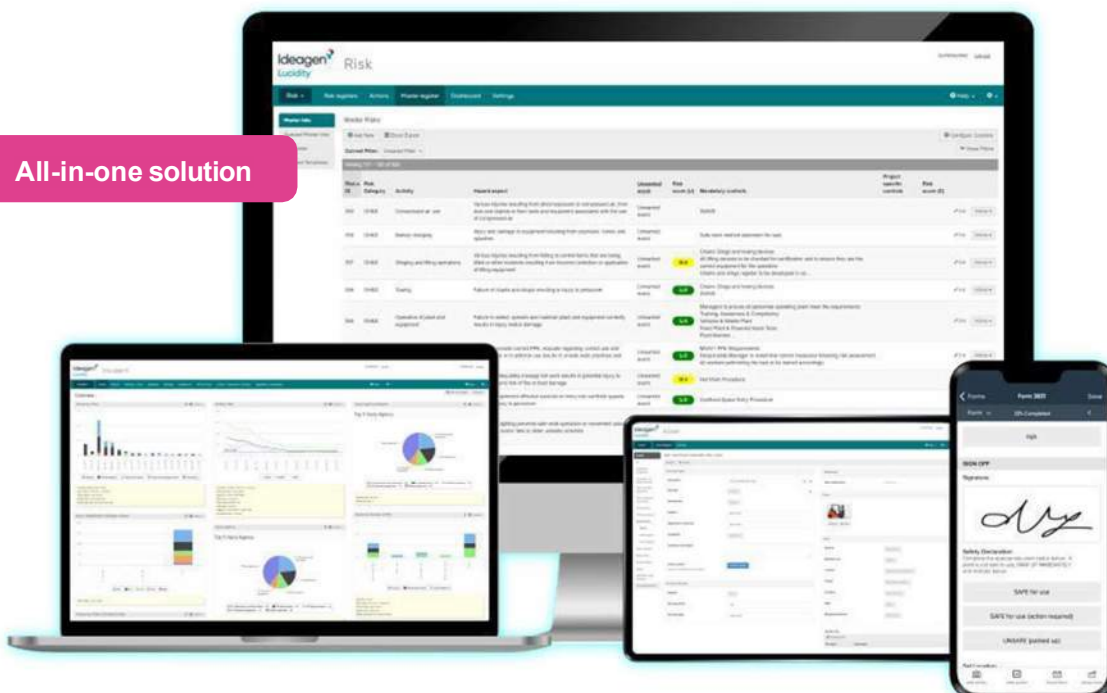
- **Asset Inventory Management:** Maintain a detailed register of the city's 2,000+ assets, including maintenance history, condition tracking, and lifecycle management.
- **Work Order System:** Create and assign work orders for scheduled and unscheduled maintenance, ensuring clear task delegation.
- **Scheduling & Preventive Maintenance:** Automate maintenance schedules, such as greasing pumps, to ensure timely upkeep and compliance.
- **Data & Reporting:** Provide visibility into asset conditions, work order completion rates, and maintenance trends to inform decision-making.
- **Document Attachment:** Attach O&M manuals directly to asset records for easy reference.
- **Ease of Use & Accessibility:** Designed with an intuitive interface that requires minimal training, supporting seamless adoption by the city's six-member operations team
- **IT & Data Considerations:** Store data locally and export records if needed.

# Making HSEQ simple

From separate systems to an all-in-one solution



All-in-one solution



# Solution Overview

## Ideagen Lucidity functions



## Solution

### Asset

Asset is a centralized management system of assets (Plant and equipment). Lucidity Asset contains a detailed register of all assets, including maintenance and usage status/scheduling.



# Our Solutions

## Features and Functionality



**Asset** a centralised management system of assets (plant and equipment)

### Features:

- ▶ Centralized management of assets both within an organization and by contractor companies
- ▶ Register of plant, equipment and tools with current maintenance status always up to date
- ▶ Maintenance can be added on an ad-hoc basis or scheduled and set to recurring
- ▶ Auto-notifications prompting Asset manager with servicing/Maintenance requirements.
- ▶ Color-coded maintenance status shows non-conforming assets at a glance.
- ▶ Create Asset Register in Excel by organisation, division or location.

### How it's used:

- ▶ Asset & Plant register
- ▶ Automated Maintenance Scheduling
- ▶ Usage tracking
- ▶ Asset location



**Intranet** a central location for document management

### Features:

- ▶ Homepage – keep employees and stakeholder up to date with company news, links to action items, forms and other important information
- ▶ Management System (IMS) – Create interactive and informative screens to draw people into the IMG. Links to documents or other parts of Lucidity Software.
- ▶ Filing Cabinet – create folder structures to store documents, files and records, all accessible from office, sites or mobile devices. A permissions-based online record storage system.
- ▶ Actions – link tasks and actions from all Lucidity Software modules into one central location

### Benefits:

- ▶ Central location for all HSEQ news, documents, policies and procedures
- ▶ Permission based
- ▶ Accessible by contractors

# Links



[Ideagen Lucidity HR](#)



[Ideagen Lucidity Access](#)

## System Features

### Features:

- ▶ [Dashboards](#)
- ▶ [Reports](#)
- ▶ [Actions](#)
- ▶ [Filters](#)
- ▶ [Scheduled Emails](#)
- ▶ [QR Codes](#)



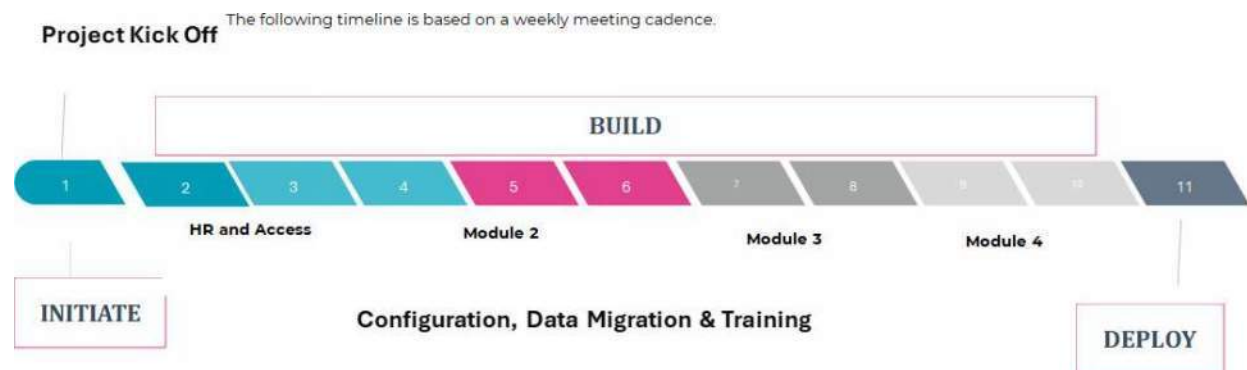
# Implementation

## Our Approach

This project will follow a Waterfall project management methodology. Waterfall project management methodology follows a linear and sequential project management approach where each phase must be completed before moving on to the next. You will see these 'stages' referred to throughout the Statement of Works and will be detailed comprehensively in the Project Plan.

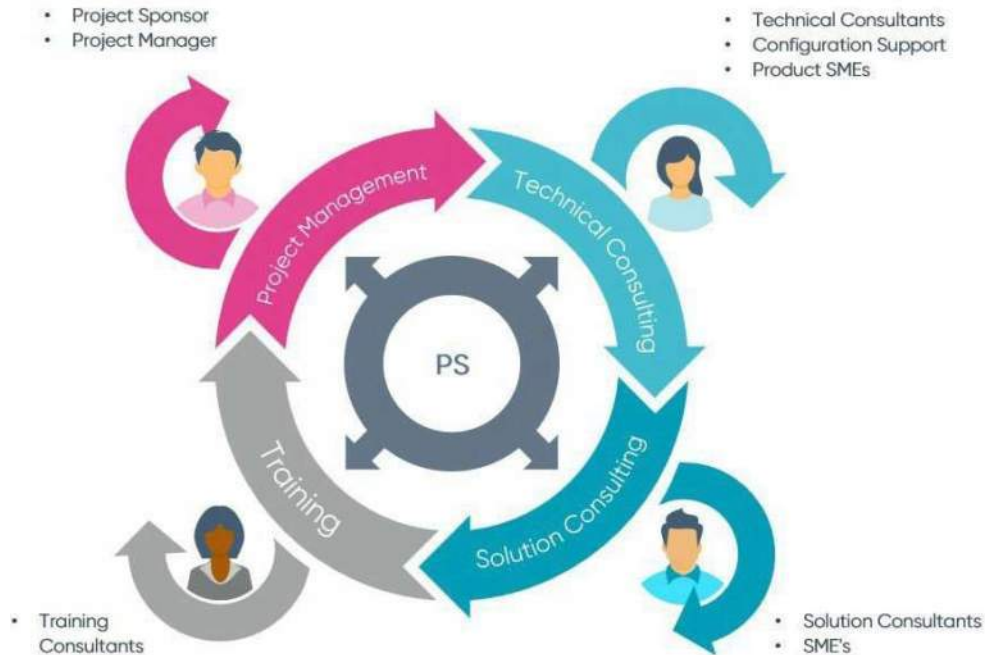
## Project Methodology

Initiation & Discovery	Build & Train	Deploy
The project "Kick Off" is intended to initiate the project, set expectations regarding how it will be delivered and monitored, and to discuss the boundaries around it. The purpose of the project and expected business outcomes will be confirmed. This stage will also establish the way the project will be managed and the plan for execution (scope, schedule, quality, budget).	The Build and Train stage is comprised of the following major activities: Ideagen will use a combination of standard configuration tools to configure the functionality as well as any data migration and integration services identified as within scope. Concurrently, asynchronous training methodology, focused on providing administrators foundational training giving them the skill to access and complete basic functionality within their platform(s) will also be conducted.	Ideagen will work with Customer to Deploy implement the production version of the Application. Key members of Ideagen's project team will be available to assist the customer with questions or issues that may arise.



# Implementation

## Your Project Team



### Training

City of St. Johns will complete a collection of self-directed product training modules prior to each project meeting. During the subsequent project meeting, City of St. Johns will have the opportunity to consolidate their understanding with the support of a consultant and received any further training as needed.

*Additional product training can be scoped in accordance with City of St. Johns' needs.*



# Pricing

*Please note: all annual software subscriptions are invoiced 12 months in advance (Billing Period)*

Lucidity Software Subscription (Subscription Service)	Subtotal:
Description	Price
<i>Inclusions.</i> Annual licenses for <ul style="list-style-type: none"> <li>▶ Lucidity Asset</li> </ul>	\$25,000/year
Inclusions	
Up to 20 employees	
Single Sign On (SSO)	
Access to the <a href="#">Ideagen Lucidity Open API</a>	
Comprehensive <a href="#">Success Package</a>	
Description BI Reporting Access	
Onboarding One-off	Subtotal
Onboarding – Initial setup, training and configuration ** This project is a fixed fee project, paid upfront prior to project commencement	Included if purchased by Feb 28, 2025 (\$5,000 value)
<b>TOTAL</b>	<b>\$25,000/year</b>

## Assumptions

The current pricing level has been determined by the size of your business which is calculated based on the number of employees and contractors in your organisation.

## Software Updates

New features, reports and other enhancements that are being developed as part of our ongoing product development process.



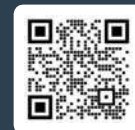
## Mobile App

With easy access from other enhancements that are being developed as part of our ongoing product development process.

## Terms of use

[Terms of use](#)

Local Government, Safety  
Systems Technical Officer



Contact us to book  
a FREE Demo



**[www.lucidity.io](http://www.lucidity.io)**  
[contact.lucidity@ideagen.com](mailto:contact.lucidity@ideagen.com)

# END USER LICENSE AGREEMENT

Before using this software (Software), you should carefully read the following terms and conditions set forth in this End User License Agreement (Agreement). Operating this Software indicates your acceptance of these terms and conditions.

## Ownership

AllMax Software, LLC (AllMax) provides this Software and licenses its use to you, the customer (You) on a non-exclusive, limited basis. AllMax retains sole ownership of all rights in the Software and of all proprietary technology embodied therein. All rights in and to the Software, including, but not limited to, copyrights, patents and trade secret rights, belong to AllMax. You acknowledge that the unauthorized, copying, distribution or use of the Software or documentation received from AllMax will cause material damage to AllMax and/or its licensors.

## License

The license granted under this Agreement permits You and Your employees who agree to be bound by the terms and conditions of this Agreement to do the following, only in the country where the Software was acquired from AllMax or its authorized distributor: Use and install each copy of the Software on a single specific identifiable unique computer terminal or device such as, but not limited to, a terminal personal computer, single user workstation, personal digital assistant (PDA), or wireless or real time device ("Accessors"). The Software is considered "used" when loaded into temporary memory or installed into permanent memory. A unique keycode is created, by AllMax, and issued to each client to control access to the products, number of Accessors, and other features. This keycode is required during the installation to create a License Database and can only be used and installed on a single workstation or server and shall not be duplicated. The number of Accessors using the Software shall not exceed the number authorized by AllMax, and AllMax has the right, at its sole discretion, to prohibit any type of Accessor not specifically listed within this Agreement.

You assume responsibility for the selection of the programs to achieve intended results, and for the installation, use and results obtained from the Software.

You shall ensure that all the users of the Software comply with the obligations of this Agreement, and You shall be responsible for any breach of this Agreement by such users.

You understand that AllMax may from time to time use third party software in conjunction with the Software provided under this Agreement, and You understand further that the license under this Agreement is limited exclusively to the AllMax Software. Nothing in this license shall be construed as granting to You a license to use any third party software.

## Access to Software

You understand that AllMax employs a mechanism by which it counts the number of Accessors using the Software (the "Counting Mechanism"), and You agree not to circumvent the Counting Mechanism in any way, including (but not limited to) by utilizing a server, or any other similar or related technology now known or later developed, to alter, hide, disguise, conceal or misrepresent the actual number of physical Accessors using the Software. You acknowledge and consent to AllMax's and its agents' (a) use of the Counting Mechanism, (b) collection, access, review, and storage, internally and externally via secure database storage, of Your usage habits of the Software, and (c) examination of Your books, records, and systems to ensure that the number of Accessors of the Software does not exceed the number of Accessors authorized. In the event that the number of permitted Accessors has been exceeded, You will be in breach of this

Agreement and AllMax may suspend Your use of the Software or terminate this Agreement, in addition to any other remedies available to AllMax at law or in equity.

AllMax retains the right to modify the Counting Mechanism or the procedures described in this section at any time and without prior notice.

### **Limited Warranty**

AllMax does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. AllMax warrants solely that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use in accordance with the Software's written specifications for a period of ninety (90) days from the date of purchase; provided, however, that the foregoing warranty shall not apply in the event that (1) the Software has been altered by You or any third party; (2) the Software is not installed, operated, repaired or maintained in accordance with AllMax's specifications; (3) the operating environment in which the Software is used fails to conform to AllMax's specifications; or (4) the Software, or the computer system upon which the Software is installed, is subjected to abnormal physical or electrical stress, misuse, negligence or accident. AllMax does not warrant any other software or any hardware, whether or not furnished with or accompanying the Software. Your exclusive remedy under this limited warranty is the repair or replacement of any defective Software. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, LACK OF VIRUSES, TITLE, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF RESPONSES, AND/OR RESULTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. YOU ACKNOWLEDGE THAT ALLMAX HAS NOT MADE ANY WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE WARRANTIES SET FORTH IN THIS AGREEMENT.

### **Limitation of Liability**

ALLMAX'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE REPAIR OR REPLACEMENT OF SOFTWARE ACCORDING TO THE LIMITED WARRANTY ABOVE. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT ALLMAX'S LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE TOTAL PURCHASE PRICE PAID TO ALLMAX FOR THE SOFTWARE.

IN NO EVENT SHALL ALLMAX BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL OR LOSS OF ANTICIPATED SAVINGS, ARISING OUT OF USE OF, OR INABILITY TO USE, THE SOFTWARE OR DOCUMENTATION, EVEN IF ALLMAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

### **Transferability of License**

Any attempt by You to sublicense, assign or transfer the Software or any of Your rights, duties or obligations hereunder, without the prior written consent of Licensor, is void. Additionally, any such attempt shall immediately terminate the license granted under this Agreement.

### **Reverse Engineering**

You agree (1) not to disassemble, reverse engineer, or decompile any portion of the Software, and (2) not to disclose or disseminate any Software code or other proprietary elements of the Software or any portion thereof. Any attempt to disassemble the object code of this Software, or to disclose any Software code, is unauthorized and will result in immediate termination of this Agreement, in addition to other remedies available to AllMax at law or in equity.



## **Compliance with Laws**

You may not commit any act which would, directly or indirectly, violate any law, regulation, treaty, or other agreement, including, without limitation, any laws relating to the export or re-export of the Software to which the U.S. adheres or with which the U.S. complies. You represent and warrant that: (1) You are not located in, under the control of, or a resident of a jurisdiction where this transaction is prohibited; and (2) You shall not in any manner whatsoever, either remove, convey, export, import or transmit the Software from or to Your jurisdiction, or any other jurisdiction, in violation of applicable laws and regulations.

## **Term and Termination**

The license provided for under this Agreement is effective until terminated. You may terminate the license at any time by destroying the programs along with any copies, modifications and merged portions, in any form. The license will also terminate upon conditions set forth elsewhere in this Agreement, or if You fail to comply with any term or condition of this Agreement. All provisions of this Agreement relating to disclaimers or warranties, limitation of liability, remedies or damages, and Licensor's proprietary rights shall survive termination. You agree upon termination to destroy the programs together with all copies, modifications and merged portions in any form.

## **Special Terms for Licenses to United States Government**

In the case of the United States Government or an agency thereof as licensee, the following additional terms apply: Restricted Computer Software, as defined in the Rights in Data-General clause at Federal Acquisition Regulations 52.227-14; and the following legend as applicable:

RESTRICTED RIGHTS LEGEND Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013.

Licensor Corporation, AllMax Software, Inc., Kenton, Ohio

## **Governing Law**

This Agreement shall be governed by and interpreted under the laws of the State of Ohio, United States of America, without giving effect to: (1) principles of conflicts of law and that body of law applicable to choice of law; (2) the United Nations Convention on Contracts for the International Sale of Goods, and/or its implementing and/or successor legislation and/or regulations; and/or (3) the Uniform Computer Information Transactions Act and/or its implementing and/or successor legislation and/or regulations, as applicable respectively. If the foregoing choice of law provision is unenforceable for any reason, the laws of the country in which the Software is acquired shall control.

## **Severability**

Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## **Remedies**

The remedies available to AllMax hereunder are cumulative in nature. AllMax's exercise or waiver of any right hereunder shall not affect or limit AllMax's right to seek and obtain other appropriate relief, either at law or at equity.

## **Amendments**

No modification or amendment of this Agreement shall be binding or effective unless approved by AllMax.

BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. YOU FURTHER AGREE THAT THIS AGREEMENT

IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ALLMAX, AND  
SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER  
COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

---

AllMax Software                      Date

Daryll Dorman - Sales Manager

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City of St. Johns                      Date

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Print Name and Title

## **SUPPORT SUBSCRIPTION SERVICE AGREEMENT**

(AllMax Software, LLC.), by its acceptance hereof, hereby grants to (Subscriber), a non-exclusive non-transferable subscription for support and maintenance of the following licensed software, under the terms and conditions set forth below.

Under this Agreement AllMax shall provide Subscriber with technical Support Services (see 1.3 below) for Registered, Supported, Standard Software. AllMax shall also provide Subscriber with Updates, Upgrades and Programming Error fixes released during the Support Subscription. Support information within the Software shall be controlled and updated by a Keycode, issued by AllMax upon acceptance of this Agreement and receipt of payment for the Subscription fee.

### **1 DEFINITIONS**

- 1.1 "Registered Software" shall mean a specific Package on a specific computer system, which displays a specific Site License Number, on a copyright, and registration screen that can be displayed upon accessing the licensed software.
- 1.2 "Supported Software," means the registered software in current Version listed in Exhibit A in this document. 1.3 "Support Service" shall mean technical assistance during AllMax's normal business hours (Eastern Standard Time, Monday through Friday) as provided by AllMax. Toll-free phone assistance is available in the continental United States and portions of Canada in addition to web based remote support, fax and email support. 1.4 "Version" shall mean an evolutionary level of the Registered Software typically revised as a result of a data base change, new operating system or changes in the programming language.
- 1.5 "Release" shall mean enhancements and/or corrections to the current version of AllMax Software. 1.6 "Version Number" shall designate the version and release of registered software with the integer part designating the version and the decimal part designating the release.
- 1.7 "Programming Error" shall consist of a programming error, which can be recreated by AllMax, at AllMax's site, in the current version.
- 1.8 "Upgrade" shall mean a new version with a change to the integer part of the version number that adds significant charges or corrections.
- 1.9 "Updates" shall mean a new release with a change to the decimal part of the version number that adds significant corrections.
- 1.10 "Standard Software" shall mean any and all software provided by AllMax, does not include modified software.
- 1.11 "Modified Software" shall mean any and all customized code as performed and provided by AllMax. 1.12 "Keycode" is a licensing function, a unique numbering sequence that is provided to registered users of the software. Several types of Keycodes are used depending on the type of software license purchased. Some Keycodes are permanent while others may disable some features of the program completely if a current support contract is not purchased.

### **2 FEES AND PAYMENTS**

- 2.1 Subscriber shall pay AllMax the total published fee specified, on an annual basis, for each module, on the invoice for this support subscription service, which is due and payable in United States Dollars. For this fee AllMax shall furnish subscriber with support subscription service for the registered software, for which services were purchased.
- 2.2 Subscriber understands and agrees that the fee is non-refundable and is exclusive of all media, shipping and handling, and documentation fees delivered to the subscriber hereunder.
- 2.3 Fee is only for the current term of the Support Subscription Services Agreement and may be subject to change thereafter.
- 2.4 In addition to any other sums payable hereunder, subscriber shall pay any and all taxes arising from, or based upon fees and associated media, shipping and handling and documentation furnished for subscriber's use including any tax, tariff, duty, property tax or assessment (but excluding taxes on AllMax net income) and related interest and penalties, if any, imposed by government authority at any time.

### **3 SERVICE LIMITATIONS**

- 3.1 Support subscription service does not include installation of the registered software, on-site support, application design, and other consulting services or any support requested outside of normal business hours. 3.2 Subscriber shall be responsible for implementing at its expense, all changes to hardware, infrastructure, software and other items as required to support the current version of the software.

- 3.3 Subscriber understands that support services defined herein are for the currently supported version only (and not any prior versions of the standard software), as it exists without subscriber alteration.
- 3.4 Subscriber understands and accepts the risk that failure to implement all updates and upgrades furnished may render it difficult or impossible to implement changes subsequently furnished by AllMax.

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- 3.5 Failure by subscriber, when requested by AllMax to supply in writing or on machine-readable media with data and/or input necessary to recreate any alleged programming error shall relieve AllMax of its obligation to correct that programming error.
- 3.6 Should subscriber be in breach of this or any agreement with AllMax including but not limited to, past due accounts, subscriber acknowledges that AllMax shall at its discretion, suspend or terminate services under this or other similar agreements for the duration of the incurred breach without any further obligation to subscriber hereunder or there-under.
- 3.7 AllMax will provide updates and upgrades, when such become available, if support subscription services have not expired.

#### **LIMITATION OF LIABILITY**

- 4.1 ALLMAX GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON-ANY SERVICE RENDERED HEREUNDER.
- 4.2 LICENSOR'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE SUPPORT OF ALLMAX SOFTWARE. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED BY APPLICABLE LAW, THE PARTIES AGREE THAT LICENSOR'S LIABILITY TO LICENSEE SHALL IN NO EVENT EXCEED THE TOTAL SUPPORT FEES PAID TO LICENSOR HEREUNDER. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL OR LOSS OF ANTICIPATED SAVINGS, ARISING OUT OF USE OF, OR INABILITY TO USE, THE SOFTWARE OR DOCUMENTATION, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

#### **5 TERMS AND TERMINATION**

- 5.1 The terms of this agreement shall commence on the expiration date of a previous Support Subscription agreement, date the Support Subscription was purchased, and shall extend for a term as specified, typically one (1) year increments.
- 5.2 AllMax may terminate all rights to renew or extend the term of this agreement by notifying subscriber forty-five (45) days prior to the anniversary date of this agreement. In the event subscriber has paid AllMax the annual fee for an extended term prior to receiving notification that AllMax has terminated subscriber's right to extend AllMax shall refund said annual fee for that extended term.

#### **6 GENERAL**

- 6.1 Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties hereto. No modification, addition to or waiver of any right, obligation or default shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation or default.
- 6.2 AllMax shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, strikes, or inability to obtain labor or materials in a timely manner.
- 6.3 This agreement shall be governed by the laws of the State Of Ohio and shall be deemed to have been entered into on the date accepted by AllMax. All questions concerning the validity and provisions, or any of the rights or obligations of the parties hereto shall be instituted and prosecuted in Hardin County in accordance with the laws of the State of Ohio.
- 6.4 If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalid.

**EXHIBIT A - AllMax Software, LLC.**

Operator10<sup>®</sup>: Water, Wastewater, Biosolids Data Management, Synexus<sup>™</sup> Pretreatment Data Management, Antero<sup>™</sup> Maintenance Data Management, OPC/DDE Interface Software, DataPort Interface Software, Historian Interface by AllMax Software.

**Subscriber acknowledges that it read this agreement including all printed language, understands it and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, and that it supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement. Subscriber also acknowledges that all packages listed above are AllMax "standard software" and have not been customized by either AllMax or any third party.**

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AllMax Software                      Date

Daryll Dorman - Sales Manager

---

City of St. Johns                      Date

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Print Name and Title

**CITY OF ST. JOHNS, MICHIGAN**  
**REQUEST FOR COMMISSION ACTION**  
**April 28, 2025**

<b>Department: Administration</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: <i>Marketing and Media Interlocal Agreement with Saint Johns Public School District</i></b>	<b>[ X ] Marketing and Media Interlocal Agreement</b>	<b>[ X ]</b>  <b>[   ]</b>  <b>[n/a]</b>
<b>Prepared by: Chad A. Gamble, P.E., City Manager</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** The City of St. Johns and St. Johns Public Schools (SJPS) propose entering into an Interlocal Agreement to jointly utilize the services of the City's Marketing and Media Coordinator. The agreement enables enhanced marketing, communication, and public engagement support for both entities, leveraging shared resources under the Urban Cooperation Act of 1967. The initial term runs from March 1, 2025, through June 30, 2025, with an option for extension. The school District approved this agreement at their April 14, 2025 Board of Education Meeting.

**BACKGROUND/DISCUSSION:** In accordance with the Urban Cooperation Act of 1967 (Public Act 7), the City of St. Johns and SJPS are authorized to collaborate on shared services. Both entities identified a mutual benefit in marketing and media support for programs, services, and community events. The City's Marketing and Media Coordinator, currently Russell Shellberg, will serve both organizations under this Agreement.

The Coordinator will provide up to 40 hours of service per week, divided into approximately 28 hours for the City and 12 hours for SJPS. Services will include the development of marketing strategies, media management, content creation, and public engagement activities, as well as supervision of interns and analytics monitoring. The Coordinator will report to the City Manager or designee for City matters and to the SJPS Superintendent or designee for school district matters.

The Agreement establishes a clear framework for supervision, scope of services, cost-sharing, and operational logistics to ensure an efficient and effective partnership.

**STRATEGIC PLAN OBJECTIVE:** This opportunity and proposed agreement meets the objective of *continuing to offer high quality services and facilities for residents* as well as addresses the recent objectives expressed at the joint meeting of the St. Johns' City Commission and the St. Johns Public School Board which was to improve communications from each of our organizations and between them. This sharing of the media and marketing position is a perfect approach to this recent goal of both organizations.

**FISCAL IMPACT:** Total Initial Cost of Services for the initial term of April 1<sup>st</sup> through June 30, 2025 is \$25,831.00 (including employment benefits)

Cost Share Allocation:

City of St. Johns: 70% (\$18,082.00) These monies will be included in the next budget adjustment document presented to the City Commission. The City intends to greatly reduce the King contract to make this move nearly cost neutral to the city.

St. Johns Public Schools: 30% (\$7,749.00)

The City remains the sole employer of the Coordinator and is responsible for payroll and benefits. SJPS reimburses its share monthly, which includes a nominal technology fee to account for shared use of City-owned equipment.

**RECOMMENDATION:** City staff recommends that the City Commission approve the Interlocal Agreement with St. Johns Public Schools for shared marketing and media services.

## MARKETING AND MEDIA INTERLOCAL AGREEMENT

The CITY OF ST. JOHNS, a municipal corporation, in Clinton County, Michigan (the “City”), and ST. JOHNS PUBLIC SCHOOLS, a school district, in the City of St. Johns, Clinton County, Michigan (“SJPS”) (collectively, the “Parties”), enter into this Marketing and Media Interlocal Agreement (this “Agreement”), effective March 1, 2025.

### Recitals

WHEREAS, pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967, being MCL 124.501 *et seq.*, as amended (the “Act”), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the agencies share in common and that each might exercise separately; and,

WHEREAS, both the City and SJPS are public agencies as defined by Section 2 of the Act; and,

WHEREAS, the City’s Marketing and Media Coordinator provides marketing and media services to enhance communication, public engagement, and promotional efforts for City programs, services, and events and SJPS wishes to share in those services to enhance communication, public engagement, and promotional efforts for SJPS programs, services, and events.

NOW, THEREFORE, the Parties agree as follows:

### Agreement

#### **Section 1. Term; Extension; Termination.**

- A. This Agreement commences on March 1, 2025, and, unless extended, remains in effect until June 30, 2025 (the “Initial Term”).
- B. This Agreement may be extended by written agreement of the Parties prior to the expiration of the Initial Term (“Additional Term(s”).
- C. This Agreement may be terminated for any reason by either Party upon 60 days written notice to the non-terminating Party.

#### **Section 2. Coordinator.**

- A. The Services, as defined in Section 3, will be performed by the City’s Marketing and Media Coordinator (the “Coordinator”).
- B. The Coordinator at the time of the execution of this Agreement is Russell Shellberg. If at any time during the Initial Term or any additional terms Mr. Shellberg ceases to be the City’s Marketing and Media Coordinator, the City may terminate this Agreement effective upon written notice to SJPS.

#### **Section 3. Services.**

- A. Services. The marketing and media services provided to the Parties by the Coordinator pursuant to this Agreement include, without limitation (collectively, the “Services”):



1. Developing and implementing marketing and communication strategies to promote initiatives, services, and events.
  2. Managing websites and social media accounts, ensuring timely updates and engaging content.
  3. Designing and distributing press releases, newsletters, and promotional materials.
  4. Collaborating with internal departments to ensure cohesive messaging and branding across all platforms.
  5. Serving as a media liaison, responding to and/or coordinating responses of press inquiries and coordinating public relations efforts.
  6. Capturing and editing photos and videos to highlight projects, events, and activities.
  7. Coordinating marketing efforts for economic development initiatives, tourism, and community engagement.
  8. Organizing public outreach efforts, including surveys, town halls, and digital engagement campaigns.
  9. Monitoring social media trends and analytics to optimize outreach strategies.
  10. Assisting in developing and managing marketing budgets.
  11. Supervising media interns, providing work direction, feedback, and mentorship to enhance their professional development.
  12. Synthesizing the efforts of interns and media personnel to align with strategic communication goals.
  13. Ensuring all media and marketing initiatives contribute to a unified and effective communication strategy.
  14. Other duties to support the overall work of the City's Administration Department and SJPS' Superintendent as assigned.
- B. Supervisor. The City Manager, or their designee, will direct the Coordinator with regard to Services to be performed for the City. The SJPS Superintendent, or their designee, will direct the Coordinator with regard to Services to be performed for SJPS.
- C. Weekly Hours. The Coordinator will provide the Services to the City for, on average, 28 hours per week. The Coordinator will provide the Services to SJPS for, on average, 12 hours per week. The Coordinator will not provide Services to the Parties in combination of more than 40 hours in any given week without prior written approval from the City.

#### **Section 4. Costs; Payments.**

- A. Costs; Cost Sharing. The cost of the Services, inclusive of employment benefits, for the Initial Term is \$25,831.00. The cost of Services, including employment benefits, for Additional Terms

will be determined by the City and disclosed prior to the agreement to Additional Terms. The cost of Services, inclusive of employment benefits, will be shared between the Parties with the City contributing 70% and SJPS contributing 30%.

- B. Payment of Coordinator. The City is responsible for making payments to the Coordinator and providing employment benefits.
- C. Initial Term Payments. For the Initial Term, SJPS will pay the City \$7,749.00 for services rendered pursuant to this Agreement.
- D. Payment Method. The monthly payment amount will be equal to the cost of the Services owed for the current term divided by the number of months in the term. SJPS will remit payment to the City monthly on the 1<sup>st</sup> of each month beginning May 1, 2025. Said payments will be remitted via check, payable to the City of St. Johns and mailed to City of St. Johns, PO Box 477, St. Johns, MI 48879-0477. Other payments methods may be used as otherwise mutually agreed to.
- E. Technology and Equipment Charge. In addition to payment for Services, SJPS will pay to the City \$100.00 per month while this Agreement is in effect to cover the costs of using City-owned technology and equipment.

**Section 5. Employment Status.** At all times the Coordinator is an employee of the City and is expressly not an employee of SJPS. Nothing in this Agreement shall be construed to create a contract for employment under any circumstance.

**Section 6. Not Exclusive.** The rights, powers, and authorities granted by this Agreement are not exclusive, and the City and SJPS may enter any other arrangements with any other person or entity to provide the Services and other marketing and media services for either Party.

**Section 7. Other Provisions.**

- A. Amendment. This Agreement may be amended or modified only in a writing signed by the City and SJPS.
- B. Entire Agreement. This Agreement sets forth the entire agreement between the City and SJPS with respect to the subject matter of this Agreement.
- C. Governing Law. Michigan law governs this Agreement.
- D. Severability. If any portion of this Agreement is deemed unenforceable, the remaining provisions of this Agreement are nevertheless valid and binding.
- E. Counterparts. This Agreement may be executed in one or more counterparts, all of which together are deemed to be one complete document.
- F. Beneficiaries. No person or entity, apart from the City and SJPS as public agencies, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.
- G. Hold Harmless. To the fullest extent permitted by law, the Parties agree to hold each other harmless against any claims brought or actions filed against either Party for injury to, death of, or damage to the property of any persons arising from the Services provided under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


**CITY OF ST. JOHNS**

By: \_\_\_\_\_  
Name: Scott Dzurka  
Its: Mayor

By: \_\_\_\_\_  
Name: Mindy Seavey  
Its: Clerk

**ST. JOHNS PUBLIC SCHOOLS**

By:  \_\_\_\_\_  
Name: Dr. Anthony Berthiaume  
Its: Superintendent

By:  \_\_\_\_\_  
Name: Matthew Boak  
Its: President, Board of Education

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**CITY OF ST. JOHNS, MICHIGAN  
REQUEST FOR COMMISSION ACTION**

**April 28th, 2025**

<b>Department: Water Department</b>	<b>Attachments:</b>	<b>Submitted to CA for Review</b>
<b>Subject: 25/26 Street program parts</b>	<b>[ X ] Etna Supply</b>	<b>[ N/A ]</b>
<b>Prepared by: Calvin Galecka Water Department Supervisor</b>	<b>Approved by: Chad A. Gamble, P.E., City Manager</b>	

**SUMMARY/HIGHLIGHT:** Included in the 25/26 FY budget are funds to address infrastructure deficiencies within the water distribution system. The areas of focus in this year's water distribution improvements are the streets scheduled for major maintenance in 2025 as detailed in the street millage program. Water staff investigated these areas to determine infrastructure components in need of replacement, thus improving the reliability of our Water Distribution System.

The City of St Johns construction standards specify the use of Waterous Fire Hydrants and American Flow Control (AFC) Valves. ETNA supply is the sole supplier for the state of Michigan, per the purchasing policy this would then require a sole source approval.

**BACKGROUND/DISCUSSION:** Since the inception of the Street Millage Program, Water Division Staff has taken advantage of this program to greatly increase the reliability of the distribution system along with reducing water outages.

**STRATEGIC PLAN OBJECTIVE:** Public Facilities – Goal #1: Continue to offer High Quality Services and Facilities for Residents

**FISCAL IMPACT:** Funds for this project were approved in the FY 25/26 Budget in line item 592-560-818.203.

**RECOMMENDATION:** Staff recommends approval of ETNA Supply as a sole source vendor for Waterous Fire Hydrants and America Flow Control Valves and approval of the water infrastructure components quote from ETNA Supply in the amount of \$51,200.00.





ETNA SUPPLY - GRAND RAPIDS  
4901 CLAY AVENUE SW  
GRAND RAPIDS, MI 49548-3038  
616 241 5414  
Fax 616 241 4786

## Quotation

QUOTE DATE	QUOTE NUMBER
02/12/2025	S106115140
ETNA SUPPLY PO BOX 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	1 of 2

QUOTE TO:

SHIP TO:

CITY OF ST JOHNS  
PO BOX 477  
ST JOHNS, MI 48879-0477

ST JOHNS CITY OF  
815 N OTTAWA  
ST JOHNS, MI 48879-0477

CUSTOMER NUMBER		JOB NAME / PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
3895		QUOTE CALVIN				Tony Wawiernia		
WRITER			SHIP VIA		TERMS		EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter					NET 25TH		02/15/2025	No
LINE#	ORDER QTY	DESCRIPTION				UNIT PRICE		EXT PRICE
1	4ea	AFC WAT WB67 3WAY OL 6'0" 10"B.F.MJ 2-21/2" NS 1-41/2" NS 11/8" PENT OL RED 51/4" VO 6" ALPHA INLET L/ACC 6'0" BURY W/CHAINS PLUG UNINSTALLED *Nonstock - Restock Policy Applies* Pn: 453048				5610.000/ea		22440.00
2	2ea	AFC WAT WB67 3 WAY OL 5'6" 10"B.F. MJ 2-21/2" NS 1-41/2" NS 11/2" PENT OL RED 51/4" VO 6" ALPHA INLET L/ACC 5'6" BURY W/CHAINS PLUG UNINSTALLED TAG 3WAY OL ST JOHNS SPEC *Nonstock - Restock Policy Applies* Pn: 453044				5500.000/ea		11000.00
3	1ea	AFC WAT WB67 3WAY OL 6'6" 10"BF MJ 2-21/2" NS 1-41/2" NS 1-1/8" PENT RED 51/4" VO 6" ALPHA CONN *Nonstock - Restock Policy Applies* Pn: 663311				4290.000/ea		4290.00
4	7ea	AFC 6 ALPHA RW GATE VALVE OL LESS ACC BLACK TOP NUT Pn: 452939				1305.000/ea		9135.00

\*\* Continued on Next Page \*

Subtotal	
S&H Charges	
Amount Due	

THIS QUOTE HAS BEEN PREPARED BASED ON OUR INTERPRETATION OF THE PROJECT DOCUMENTS PROVIDED. WE RESERVE THE RIGHT TO REVIEW AND AMEND QUOTATION PRICES IN THE EVENT PROJECT DOCUMENTS PROVIDED ARE INCOMPLETE, UNCLEAR OR CONTAIN CONFLICTING INFORMATION.

Prices are firm for -46 days. Price subject to change after -46



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616 241 5414  
Fax 616 241 4786

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3895		QUOTE CALVIN				Tony Wawiernia		
WRITER			SHIP VIA		TERMS		EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter					NET 25TH		02/15/2025	No
LINE#	ORDER QTY	DESCRIPTION				UNIT PRICE		EXT PRICE
	10ea	<div>TYLER VB #D BOX WITH LID &amp; #6 BASE</div> <div>Kit Components</div> <div>1 TYLER VB #6 BASE</div> <div>1 TYLER VB 26T TOP SECTION LESS LID</div> <div>1 TYLER VB 30 BOTTOM SECTION</div> <div>1 TYLER VB WATER LID DROP IN</div>				433.500/ea		4335.00
<div>This Quotation is expressly conditioned and controlled by Seller's standard terms and conditions of sale found at <a href="http://www.etnasupply.com/tcsale">www.etnasupply.com/tcsale</a>. All other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE!</div> <div>THIS QUOTE HAS BEEN PREPARED BASED ON OUR INTERPRETATION OF THE PROJECT DOCUMENTS PROVIDED. WE RESERVE THE RIGHT TO REVIEW AND AMEND QUOTATION PRICES IN THE EVENT PROJECT DOCUMENTS PROVIDED ARE</div>						Subtotal		51200.00
						S&H Charges		0.00
						Amount Due		51200.00

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