



CITY of NOVI CITY COUNCIL

Agenda Item 1
November 13, 2012

SUBJECT: Approval of the Fire Department Automatic Mutual Aid Agreement between the City of Novi and the City of Wixom.

SUBMITTING DEPARTMENT: Public Safety – Fire Department *929*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The City of Novi Fire Department and the City of Wixom Fire Department propose to enter into an Automatic Mutual Aid Agreement (AMA). With AMA, the resources are automatically provided at no cost. The AMA agreement (attached) provides an engine or ladder from Wixom and sends it automatically to any confirmed structure fire (e.g. multiple calls of smoke/flames showing) in the Northwest sectors of Novi. In return, Novi will automatically provide an engine or ladder to Wixom in the Southeast quadrant of their community.

Legal counsel has reviewed this matter and opines there is no legal impediment which precludes the City of Novi from executing the agreement.

RECOMMENDED ACTION: Approval of the Fire Department Automatic Mutual Aid Agreement between the City of Novi and the City of Wixom.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				



JOHNSON, ROSATI, SCHULTZ, JOPPICH, P.C.

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

November 5, 2012

Jeff Johnson
Director of EMS & Fire Operations
CITY OF NOVI
Fire Station No. 1, 42975 Grand River Avenue
Novi, Michigan 48375

Re: City of Wixom Agreement for Automatic Mutual Aid

Dear Director Johnson:

We have reviewed the final draft of the Agreement for Automatic Mutual Aid between the City of Novi and the City of Wixom. A copy of the final draft is enclosed. The Agreement provides for the City of Novi and the City of Wixom to provide automatic emergency response to the other party by providing at least an engine or ladder company with 2 personnel when requested to confirmed structure fires to particular sections of each city. The sections of each city covered by the Agreement are described in the Agreement and shown in the attached exhibit. Each party is responsible for its own insurance and liability for the actions of its own employees. The term of the Agreement is indefinite subject to termination by 90-days written notice by either party. We see no legal impediment to entering into the Agreement for Automatic Mutual Aid in the current format.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth Kudla Saarela

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)
Clay Pearson, City Manager (w/Enclosures)
David Molloy, Director of Public Safety (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STATE OF MICHIGAN

COUNTY OF OAKLAND

AGREEMENT FOR AUTOMATIC MUTUAL AID

This Agreement is between the City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, MI 48375, and the City of Wixom, a Michigan municipal corporation, whose address is 49045 Pontiac Trail, Wixom, MI 48393, effective on the last date of the signatures set forth below.

R E C I T A L S:

Novi and Wixom both staff and maintain fire stations for the safety and protection of the lives and property within their respective jurisdictions; and

In order to provide the most appropriate service response to its residents, Novi and Wixom desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

More specifically, Novi and Wixom seek to provide automatic response with at least an engine or ladder company with 2 personnel for confirmed structure fires.

The parties have agreed to set forth guidelines for such automatic mutual aid.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. "Automatic Mutual Aid Response" shall mean the automatic response by the Responding City of the closest available resources via emergency dispatch to a request for response by the Requesting City.
 - b. "Confirmed Structure Fire" shall be identified as first person caller, police officer or firefighter on scene, or multiple calls to dispatch or PSAP

In Wixom, a confirmed structure fire in the Southeast Quadrant AREA 5 (West Rd. south, east of Wixom Rd) and the Ford Motor Company Property formally known as the Wixom Assembly Plant.

In Novi, confirmed structure fires in accessible areas of section 18 south of 12 mile east of Napier and west of Wixom Road, section 17, and accessible areas of sections 09 and 04 from 12 mile and Beck Road north of I-96 west of West Park Drive north to Pontiac Trail.

2. Request for Assistance. The Public Safety Answering Point (PSAP) communications dispatching center for each municipality will confirm the structure fire from a caller, police or fire personnel. Either City is authorized at any time to request Automatic Mutual Aid Response from the other City. The request shall be directed to the authorized PSAP of the City being called to respond.

The request for Automatic Mutual Aid Response shall specify the amount and type of equipment and number of personnel required, and shall specify the location to which the equipment and personnel are to be dispatched.

3. Response to Request. Upon receipt of a request for Automatic Mutual Aid Response, the commanding officer of the Responding City shall:
- a. Immediately advise the Requesting City if the equipment and personnel are not available.
4. Command Responsibility at Emergency Scene. The incident commander of the Requesting City at the scene of the emergency to which an Automatic Mutual Aid Response is made shall be in command of the operations under which the equipment and personnel sent by the Responding City shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.
5. Responsibility for Employees. Each City agrees to be responsible for disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.
6. Liability. Each City shall be responsible for any claims made against that City and for the acts of its employees or agents.

In any claims that may arise from the performance of this Agreement, each City shall seek its own legal representation and bear the costs associated with such representation, including attorney fees. Except as otherwise provide in this Agreement, neither City shall have any right, under any legal principle, to be indemnified by the other City or any of its employees or agents in connection with any claim. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Cities. All of the privileges and immunities from liability, and exemptions from laws, ordinances, and rules which apply to the activities of parties, officers, agencies, and employees of any governmental agency when performing its functions, shall apply to the same degree and extent to the performance of such functions and duties under the provisions of this Agreement. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by either City of governmental immunity as provided under law.

7. Insurance. Both Cities hereby confirm and acknowledge that they maintain adequate insurance coverage to cover claims or damages arising out of the provision of fire service under this Agreement. A lapse in the insurance coverage required under the Agreement by either City shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to that City at any time such a lapse in coverage exists.
8. No Compensation. Neither City will seek compensation from the other City for Automatic Mutual Aid Response services rendered under this Agreement. Each City will remain responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees, and shall be responsible for its own equipment and bear the risk of loss therefore.
9. Authority. This Agreement is being executed in accordance with the provisions of Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, *et. seq.*
10. Termination. This Agreement shall remain in full force and effect unless written Notice of Termination is given by either City. Termination shall be effective on the 90th day following such Notice, unless the termination is for cause, in which case it shall be effective within 14 days of such Notice.
11. Amendments for Additional Contracting Agencies. Additional parties to this Agreement may be added by resolution of the legislative body of the added party and corresponding resolutions of the legislative bodies of all parties to this Agreement, and appropriate signatures by the representatives of the added party.

CITY OF NOVI
A Michigan Municipal Organization

Dated: _____, 2012

BY: _____

ROBERT GATT
Mayor

MARYANNE CORNELIUS
City Clerk

CITY OF WIXOM
A Michigan Municipal Organization

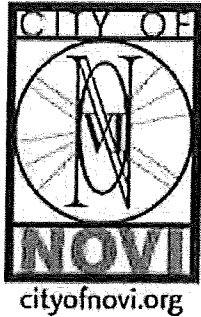
Dated: _____, 2012

BY: _____

KEVIN HINKLEY
Mayor

BY: _____
CATHY BUCK
City Clerk

MEMORANDUM



TO: CLAY J. PEARSON, CITY MANAGER
FROM: JEFFERY R. JOHNSON, DIRECTOR OF EMS/FIRE OPERATIONS
SUBJECT: AUTOMATIC MUTUAL AID AGREEMENT - UPDATE
DATE: NOVEMBER 1, 2012

*To: Mayor & Council
Introduction to
Future Agenda
Item regarding
Automatic Aid for
City of Wixom,
JK*

The City of Novi Fire Department and the City of Wixom Fire Department propose to enter into an Automatic Mutual Aid Agreement (AMA). This agreement is different than the Oakland County and Western Wayne Inter-Local / Mutual Aid Box Alarm System (MABAS) Agreements the City of Novi has already approved by Resolution. The difference with MABAS is that multiple alarms have to be called when a structure fire or other large scale event requires more resources (e.g. 2nd, 3rd, 4th or 5th alarm). With AMA, the resources are automatically provided at no cost. The AMA agreement provides an engine or ladder from Wixom and sends it automatically to any confirmed structure fire (e.g. multiple calls of smoke/flames showing) in the Northwest sectors of Novi (see map). In return, Novi will automatically provide an engine or ladder to Wixom in the Southeast quadrant of their community.

Reasons for AMA:

- Immediate response of a minimum 2 person firefighting crew with fire apparatus to structure fires.
- Can utilize crew for initial fire attack or rapid intervention team to back firefighting crews (two in-two out) and provides immediate resources without having to take extra steps to call and further delay the response.
- Safer operations by having the extra resource and personnel to back-up the initial fire attack will help both fire departments meet the National Fire Protection Association recommend standard for minimum staffing and crews to effectively operate at a working structure fire.
- Insurance Service Office (ISO) rating schedule utilized by the insurance industry recognizes communities with AMA and count these additional resources in the overall rating schedule. This may help to reduce the City of Novi's fire rating.
- The locations of assets from a neighboring community are closer to respond and assist one another.

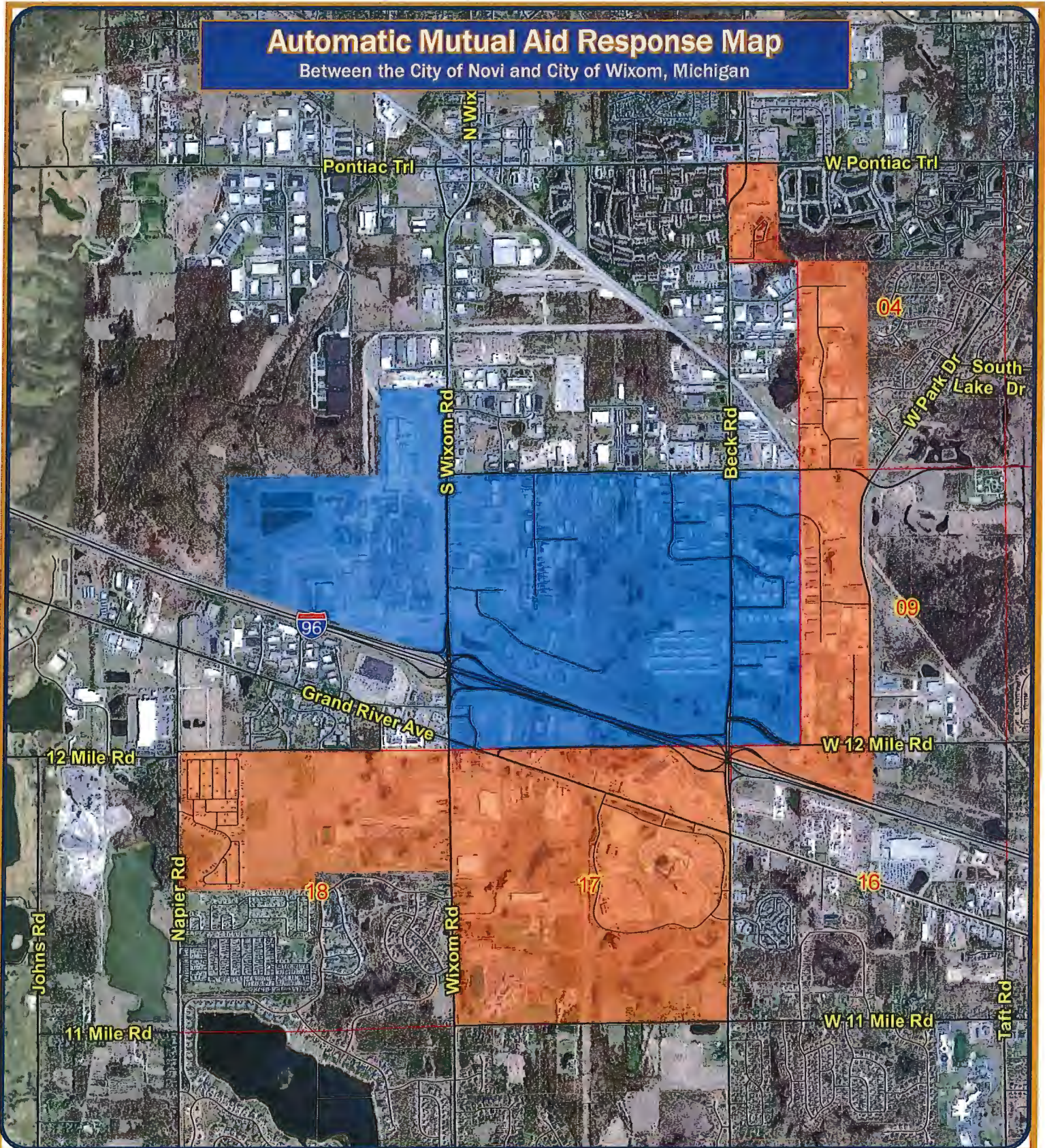
It is my recommendation the City of Novi proceed with entering into an automatic aid agreement as prepared and reviewed by our city attorney. Preliminary discussions have occurred regarding the establishment of an AMA agreement with the City of Northville and the City of Walled Lake, Lyon Township, Commerce Township and Farmington Hills. I recommend presenting the agreement to City Council at a future meeting.

c: David E. Molloy, Director of Public Safety

Thomas Schultz, City Attorney

Automatic Mutual Aid Response Map

Between the City of Novi and City of Wixom, Michigan



Map Author: Kathleen Stack, GIS Support Technician
 Date: October 5, 2012
 Project: Automatic Mutual Aid Response
 Version #: 3

MAP INTERPRETATION NOTICE
 Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

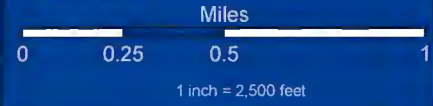
Map Legend

Mutual Aid Response Areas

- Novi Area with Wixom Response
- Wixom Area with Novi Response



City of Novi
 Information Technology Department
 Geographic Information Services
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org



Johnson, Jeff

From: Jeff Roberts <JRoberts@wixomgov.org>
Sent: Thursday, November 01, 2012 1:27 PM
To: Johnson, Jeff
Cc: Jeff Roberts; CLARENCE GOODLEIN
Subject: Automatic Aid Wixom-Nov

Jeff,

The City Manager has advised me that, Wixom will be adding to the City Council Agenda for consideration, the Automatic Aid Agreement between the City of Wixom and the City of Novi, scheduled for Monday, November 13, 2012. He indicated that Mr. Pearson and Novi would be doing the same as well. Please advise of any changes in the event they occur.

*Jeffrey A. Roberts, Fire Chief
City of Wixom Fire Department*

"Have 2 Ways Out"

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