



CITY of NOVI CITY COUNCIL

Agenda Item H
November 14, 2016

SUBJECT: Approval of the Memorandum of Understanding (MOU) Agreements between the City of Novi Fire Department and the Northville Township Fire Department and the City of Novi Fire Department and the Plymouth Township Fire Department regarding the 2016 Assistance for Firefighters Grant Program.

SUBMITTING DEPARTMENT: Public Safety – Fire Department

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

City Council is considering two separate MOU agreements with the Northville Township Fire Department (NTFD), and the Plymouth Township Fire Department (PTFD). Under each agreement, the NTFD, and PTFD respectively, will serve as the administrator, or host, of a 2016 Assistance to Firefighters Grant. The NTFD will provide a Bariatric Ambulance, and the PTFD will provide an Aerial Apparatus, each improving upon for the region's safety services.

These potential grant purchases will help protect the health and safety of the public and safety service personnel, through obtaining this apparatus on a regional basis and allowing for increased efficiencies in response and support by, and among, local jurisdictions.

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

RECOMMENDED ACTION: Approval of the Memorandum of Understanding (MOU) Agreements between the City of Novi Fire Department and Northville Township Fire Department and the City of Novi Fire Department and the Plymouth Township Fire Department regarding the 2016 Assistance for Firefighters Grant Program.

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

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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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November 4, 2016

Victor Cardenas, City Manager
City of Novi
45125 Ten Mile Road
Novi, MI 48375

Re: *Two Memorandum of Understanding Agreements with Northville Township and Plymouth Township regarding the 2016 Assistance for Firefighters Grant Program*

Dear Mr. Cardenas,

At your request, we have reviewed the proposed Memorandum of Understanding ("MOU") between the City of Novi and the Plymouth Township Fire Department ("PTFD") regarding the PTFD's submission of its Regional Application to the 2016 Assistance for Firefighters Grant Program for the acquisition of an Aerial Apparatus.

Additionally we have reviewed the proposed MOU between the City of Novi and the Northville Township Fire Department ("NTFD") regarding the NTFD's submission of its regional Application to the 2016 Assistance for Firefighters Grant Program for the acquisition of a bariatric ambulance. We do not see any objection to either Memorandum; both are acceptable as to form.

If you have any questions regarding the above, please do not hesitate to contact me.

Sincerely yours,

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

Thomas R. Schultz

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE PLYMOUTH TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL
PARTICIPATING PARTNERS**

**2016 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM
VEHICLE ACQUISITION AERIAL APPARATUS**

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the Plymouth Township Fire Department (hereafter "Hosting Organization") and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2016 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of an Aerial Apparatus;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

TERMS

I. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Plymouth Township Fire Department, the programmatic and financial administrator (host) for the Plymouth Township Fire Department (hereinafter "PTFD"), and its Regional Participating Partners, (hereinafter the "Regional Participating Partners") to secure a 2016 Assistance to Firefighters Grant and to provide an Aerial Apparatus for the region's safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining this apparatus on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Authorized Representative: The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

Equipment: Aerial Apparatus and appropriate associated accessories.

Host Organization: The Plymouth Township Fire Department.

Regional Participating Partners: Any government entity that executes this MOU.

III. Background of the Assistance to Firefighters Grant Project

Purpose and Objective:

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2016 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2016 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

Problem Statement:

In the Greater Northwestern Wayne County Area, the PTFD and the said Regional Participating Partners lack an appropriate aerial apparatus to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - Providing the Apparatus would be the first step in implementing common use among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – Provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's Aerial Apparatus functionality.
3. *Enhancing National Capabilities* - Grant funding will assist in moving the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization - Grant funding will assist in moving the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interoperable capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed MABAS division.

IV. Responsibilities of the Plymouth Township Fire Department

As the Hosting Organization for the 2016 Assistance to Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Apparatus after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
 - 1. Contributing the required ten percent match of funds.
 - 2. Housing and Maintenance of the new aerial apparatus.
 - 3. Arranging payment to vendors.
 - 4. Preparing program and fiscal reports required by the grantor.
 - 5. Auditing and tracking grant funds and deliverables as required by the grantor.
 - 6. Coordinate procurement of the Apparatus in compliance with the Township of Plymouth's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

V. Responsibilities of the Regional Participating Partners

Each of the Regional Participating Partners will:

- a. Participate and train its employees on the operation of the new aerial device which will be documented.
- b. Provide the following assigned liaison(s):
 - 1. Primary Contact who is responsible for the Regional Partner's point of contact.
 - 2. Training Contact who is responsible to oversee the Regional Partner's training.
- c. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.

VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

VII. Arbitration of Disputes

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a. above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

VIII. Indemnification

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Plymouth Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Plymouth Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Plymouth Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.

IX. Insurance

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

X. Termination of the MOU

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Authority's Project Lead.

XI. Points of Contact

The PTFD will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

XII. Notice

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Plymouth Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Plymouth Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

XIII. Choice of Law; Severability

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

XIV. Authority to Enter into MOU; Execution by Counterpart

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XV. Extent of Agreement; Amendments

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Plymouth Township
(Regional Participating Partner)**

Shannon Price, Township Supervisor

Date: _____

Dan Phillips, Fire Chief

Date: _____

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF NOVI

The City of Novi, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of The City of Novi.

The City of Novi
(Regional Participating Partner)

Pete Auger, City Manager

Date: _____

Jeff Johnson, Fire Chief

Date: _____

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY NORTHVILLE TOWNSHIP

Northville Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Northville Township.

The Township of Northville
(Regional Participating Partner)

Chip Snider, Township Manager

Date: _____

Brent Siegel, Fire Chief

Date: _____

2015 Regional Grant MOU for Vehicle Acquisition Aerial Apparatus

Exhibit A

Points of Contact

Agency	Title	Name	Phone Number	Email
Plymouth Township	Primary			
	Fiscal			
	Training			
Northville Township	Primary	Brent Siegel	248-348-5807	bsiegel@twp.northville.mi.us
	Fiscal	Brent Siegel	248-348-5807	bsiegel@twp.northville.mi.us
	Training	Jesse Marcotte	248-348-5807	jmarcotte@twp.northville.mi.us
City of Novi	Primary			
	Fiscal			
	Training			

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NORTHVILLE TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL
PARTICIPATING PARTNERS**

**2016 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM
VEHICLE ACQUISITION BARIATRIC AMBULANCE APPARATUS**

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into between the Northville Township Fire Department (hereafter “Hosting Organization”) and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2016 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of a bariatric ambulance;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

TERMS

I. Purpose

The purpose of this MOU is to establish a cooperative agreement between the Northville Township Fire Department, the programmatic and financial administrator (host) for the Northville Township Fire Department (hereinafter "NTFD"), and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2016 Assistance to Firefighters Grant and to provide a bariatric ambulance for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining this apparatus on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

II. Definitions

Authorized Representative: The chief executive and fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

Equipment: Bariatric ambulance and appropriate associated accessories.

Host Organization: The Northville Township Fire Department.

Regional Participating Partners: Any government entity that executes this MOU.

III. Background of the Assistance to Firefighters Grant Project

Purpose and Objective:

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2016 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2016 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

Problem Statement:

In the Greater Northwestern Wayne County Area, the NTFD and the said Regional Participating Partners lack an appropriate bariatric ambulance to provide adequate provider and patient safety for the treatment and transportation of bariatric patients.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Apparatus would be the first step in implementing common use among Regional Participating Partners providing safety service personnel enhanced EMS responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's bariatric ambulance functionality.

3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk - Risk Based Prioritization* -grant funding will assist in moving the Regional Participating Partners closer to common equipment. The Township and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interoperable capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with the Michigan Automatic Box Alarm System (MABAS) program in which all the Regional Participating Partners are officially part of the newly developed MABAS division.

IV. Responsibilities of the Northville Township Fire Department

As the Hosting Organization for the 2016 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and Apparatus after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
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Each of the Regional Participating Partners will:

- a. Participate and train its employees on the operation of the new bariatric ambulance.
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Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

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- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a. above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

VIII. Indemnification

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Northville Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Northville Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Northville Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.

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Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

X. Termination of the MOU

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and Equipment and with 30 days' written notice to the Authority's Project Lead.

XI. Points of Contact

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XII. Notice

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XIV. Authority to Enter into MOU; Execution by Counterpart

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XV. Extent of Agreement; Amendments

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Northville Township
(Regional Participating Partner)**

Chip Snider, Township Manager

Date: _____

Brent Siegel, Fire Chief

Date: _____

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY THE CITY OF NOVI

The City of Novi, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of The City of Novi.

The City of Novi
(Regional Participating Partner)

Pete Auger, City Manager

Date: _____

Jeff Johnson, Fire Chief

Date: _____

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A
REGIONAL PARTICIPATION PARTNER

BY PLYMOUTH TOWNSHIP

Plymouth Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Plymouth Township.

Plymouth Township
(Regional Participating Partner)

Shannon Price, Township Supervisor

Date: _____

Dan Phillips, Fire Chief

Date: _____

2015 Regional Grant MOU for Vehicle Acquisition Aerial Apparatus

Exhibit A

Points of Contact

Agency	Title	Name	Phone Number	Email
Northville Township	Primary	Brent Siegel	248-348-5807	bsiegel@twp.northville.mi.us
	Fiscal	Brent Siegel	248-348-5807	bsiegel@twp.northville.mi.us
	Training	Jesse Marcotte	248-348-5807	jmarcotte@twp.northville.mi.us
Plymouth Township	Primary	Dan Phillips		
	Fiscal			
	Training			
City of Novi	Primary			
	Fiscal			
	Training			