



**CITY of NOVI CITY COUNCIL**

**Agenda Item 4  
May 6, 2013**

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

**SUBMITTING DEPARTMENT:** Public Safety – Fire Department

**CITY MANAGER APPROVAL:** *UM*

**BACKGROUND INFORMATION:**

The City of Novi Fire Department and the City of Northville 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 Northville and sends it automatically to any confirmed structure fire (e.g. multiple calls of smoke/flames showing) in the South sectors along Eight Mile Road of Novi. In return, Novi will automatically provide an engine or ladder to Northville within the city limits of their community.

The AMA prepositions extra resources at no cost to either city. This coverage provides a safer working environment at these labor intensive fires and offers sound risk management practices. Although the City of Wixom and Novi entered into a similar agreement in November 2012, neither City has needed to call each other.

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 agreement.

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

	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				



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May 2, 2013

Jeff Johnson  
Director of EMS & Fire Operations  
City of Novi  
Fire Station No. 1, 42975 Grand River Avenue  
Novi, MI 48375

RE: City of Northville 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 Northville. A copy of the final draft is enclosed. The Agreement provides for the City of Novi and the City of Northville 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.

Sincerely yours,

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

Thomas R. Schultz

TRS:jah  
Enclosure

cc: Maryanne Cornelius, City Clerk  
Clay Pearson, City Manager  
David Molloy, Director of Public Safety

**STATE OF MICHIGAN**

**COUNTY OF OAKLAND AND WAYNE**

**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 Northville, a Michigan municipal corporation, whose address is 215 W. Main St., Northville, MI 48167, effective on the last date of the signatures set forth below.

R E C I T A L S:

Novi and Northville both staff and maintain fire station(s) 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 Northville 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 Northville 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 Northville, a confirmed structure fire within the City limits of Northville.

In Novi, confirmed structure fires in accessible areas of sections 31, 32, 33, 34, 35 and 36.

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 90<sup>th</sup> 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: \_\_\_\_\_, 2013      BY: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF Northville  
A Michigan Municipal Organization

Dated: \_\_\_\_\_, 2013      BY: \_\_\_\_\_

Mayor

BY: \_\_\_\_\_  
City Clerk

# MEMORANDUM



**TO:** CLAY J. PEARSON, CITY MANAGER  
**FROM:** JEFFERY R. JOHNSON, DIRECTOR OF EMS/FIRE OPERATIONS *JRJ*  
**SUBJECT:** AUTOMATIC MUTUAL AID AGREEMENT –  
CITY OF NORTHVILLE  
**DATE:** FEBRUARY 25, 2013

2/25/13  
To: Mayor and City  
Council members  
FYI.  
Clay

The City of Novi Fire Department and the City of Northville Fire Department proposes 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 which 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. 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> alarm). With AMA, the resources are automatically provided at no cost. The AMA agreement provides an engine or ladder from Northville and sends it automatically to any confirmed structure fire (e.g. multiple calls of smoke/flames visible) in the southern sectors of Novi (see map) along Eight Mile Road. In return, Novi will automatically provide a fire engine or ladder with two firefighters to Northville within the city limits 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. This agreement emulates the AMA agreement with the City of Wixom. We continue to explore this with Walled Lake, Lyon Township and Farmington Hills. Northville Township has declined to participate at this time.

c: David E. Molloy, Director of Public Safety  
Thomas Schultz, City Attorney



