

**CHARTER TOWNSHIP OF ALPENA
BOARD OF TRUSTEES**

SPECIAL MEETING – June 16, 2021 – 11:00 AM

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ADOPTION OF AGENDA
PUBLIC COMMENT**

PURPOSE OF MEETING

1. Draft - Intergovernmental Agreement for Fire Department Organizational and Response Services
2. Finalize date and location for public input sessions

**PUBLIC COMMENT
ADJOURNMENT**

N. Skibbe
M. Palevich
L. Ellery-Somers
C. Kroll
S. Lappan
N. Poli
R. Rhynard

T. Gulden

Alpena News
Bay 108
WATZ
WBKB - TV

Join Zoom Meeting

<https://zoom.us/j/92419291486?pwd=SFVoMkkzSkE5TDNaStZanlyMoUwQT09>

Meeting ID: 924 1929 1486

Passcode: 061621

Zoom Telephone: 1-646-558-8656

YouTube:

REMOTE VIDEO ACCESS: [Charter Township of Alpena - YouTube](#)

PUBLIC MEETING PARTICIPATION RULES

1. Please wait for the Supervisor to acknowledge you before you speak.
2. Begin by stating your name and address.
3. Give us your comments or opinions on the issue being discussed.
4. To ensure that everyone has time to speak and that we can address other items on the agenda, we may limit an individual's speaking time to 3 minutes. If time permits, we may allow you one additional time period to provide new information.
5. Please be respectful of the board, speakers, and your neighbors.

Again, thank you for attending.

Nathan Skibbe
Supervisor

**INTERGOVERNMENTAL AGREEMENT FOR
FIRE DEPARTMENT ORGANIZATIONAL AND
RESPONSE SERVICES**

THE CITY OF ALPENA, a Michigan Municipal Corporation located at 208 N. First Avenue, Alpena, Michigan 49707 (“City”), and **THE CHARTER TOWNSHIP OF ALPENA**, a Michigan Municipal Corporation located at 4385 US 23 North, Alpena, Michigan 49707 (“Township”) enter into this agreement subject to the following terms and conditions:

- 1. Purpose and Intent.** This agreement is a contract for services pursuant to MCL 41.806 between the Township, who wishes to receive fire and emergency medical services from the City of Alpena, in lieu of providing services through its own the Charter Township of Alpena Fire Department. Under this agreement, the City of Alpena Fire Department shall become the “township fire department” as well for the purposes of millage language used to fund fire protection in the Township.
- 2. Payment for Services.** The Township shall pay the City ~~\$387,500.00~~ \$400,000 per year in equal, monthly installments of ~~\$32,291.67~~ \$33,333.33 commencing upon the acceptance of the agreement. This rate will remain unchanged until the ~~five~~ third anniversary of the inception of the agreement, at which time the rate will adjust up or down each year thereafter by the rate of inflation or 2%, whichever is lower. The rate of inflation shall be measured by the most recent State Tax Commission’s inflation rate multiplier. The total payment by the Township shall be capped at ~~\$450,000~~ \$500,000 per year absent further negotiation. Payments shall be made monthly in advance on or about the 1st day of the month. This agreement is binding on both parties regardless of the renewal or non-renewal of a fire operations millage in the Charter Township of Alpena.
- 3. Contingency.** The Township shall build and maintain a contingency fund equal to 6-months fire operational cost for use in the event of a millage failure, for any unforeseen circumstance or other disruption in its ability to pay. **The Township shall amass the required balance in the contingency fund no later than eight years from the inception of this agreement.**
- 4. Services, Generally.** The City Fire Department will provide administrative, supervisory and response services to the Township, and will respond or ensure a response to all emergencies, including but not limited to the following services.

- A. *Management & Administration.* The City shall provide comprehensive management and administrative services including a full-time credentialed Fire Chief, Deputy Chief/Training Officer and Community Risk Reduction Officer who will provide the Township certified fire inspection, fire code inspection, plan review, safety education, smoke alarm and carbon monoxide detector provision and installation, and post-incident follow up. Community risk reduction and fire prevention activities will be provided to the entire City/Township geographical area, with the purpose of enhancing safety for the greater Alpena community.
- B. *Fire and Emergency Service.* The City shall provide or ensure a response to all fires or other emergencies within the Township. A certified fire officer and certified full-time firefighters will be dispatched to all fires and will work with available paid-on-call personnel to handle the incident. Appropriate reports will be filed with NFIRS and/or MiEMIS and will be available in summary form to Township officials upon request. Resources shall typically respond from City and Township stations to fire calls within the Township. In addition, the City shall investigate fires to assist in determining cause and origin with law enforcement aspects and prosecution of said investigations to be handled by appropriate Alpena County authorities. Fire investigators shall be properly certified.
- C. *Fire Inspection & Plan Review.* The City shall provide fire safety inspections or plan reviews upon request for special occupancies within the Township, such as daycare centers, and others required by their insurers or regulatory bodies to have regular fire inspections.
- D. *Ambulance Service.* The City shall provide or ensure an Advanced Life Support ambulance response to all Township emergency medical calls and provide additional resources as needed on high acuity calls. The City will assign a two-person ambulance with Advanced Life Support capabilities to both Township fire stations. The City will dispatch the closest unit to an emergency call regardless of whether the call originates from within the City or the Township. These operations will be conducted under the City of Alpena's state life support agency license in compliance with MCL 333.20941(6). The Alpena Township Life Support agency license will be cancelled.
- E. *Regulatory Compliance and Update.* The City shall develop or expand programs to assure regulatory compliance with State Bureau of Fire Services, Department of Health and Human Services and Occupational Health and Safety regulations for the ~~combined~~ Fire Department.

- F. Water used for fire suppression. The City shall not be liable for the cost of water used for firefighting operations in the Township. This provision supersedes any other agreement in conflict thereof.

5. Staffing.

- A. Station Staffing. The City will staff Township stations with City full-time staff, supplemented by paid-on-call personnel.
- B. Training. The City shall coordinate and/or provide regular training for all fire department personnel including paid-on-call members, including fire, EMS, and ancillary emergency operations training as required under MiOSHA Part 74 and Bureau of Fire Services requirements.
- C. Paid-On-Call. The City will create a paid-on-call component that will operate out of the Township and City stations using Township and City apparatus. Existing paid-on-call members of the Alpena Township Fire Department will be given first consideration in hiring but will need to meet City eligibility requirements and successfully complete pre-employment screening. Paid-on-call personnel will respond from home and/or supplement full-time staff in daily emergency operations, including apparatus driving and operation, firefighting and EMS services. The City shall provide paid-on-call EMS personnel with EMS kits.

6. Facilities, Apparatus, Vehicles, & Equipment. The City will have the full use of Township fire apparatus, equipment, and stations, but not Township ambulances or related equipment.

- A. Stations. The Township will, at its expense, maintain all Township fire stations for the use of the City pursuant to this agreement. City fire staff shall have unrestricted use of said facilities for the purposes of operating fire and emergency services. The Township shall permit the full use of the north and southside fire stations for the purposes of operating a fire department for the protection of City and Township residents. The City shall lease Township-owned vehicles and buildings including furnishings and equipment for \$1 per year which shall be memorialized in writing via separate instrument. The Township shall maintain insurance and provide building/grounds maintenance including snowplowing, lawn care, and repair as needed. Incidental cleaning and small repairs under \$100 shall be handled by City personnel.

B. Apparatus, Vehicles, & Equipment. The Township fire apparatus and fire vehicles will be repaired and maintained by City mechanic staff wherever possible unless a specific vehicle is deemed to be not roadworthy by the Fire Task Force in consultation with the City mechanics. The cost of apparatus/vehicle maintenance will be borne by the City. While all apparatus and vehicles will be used by the City at the discretion of the Fire Chief, ownership will remain with the Township. The Township will maintain insurance on all Township vehicles. Markings/lettering may be modified to recognize the City’s operation. Township-owned equipment will remain in service for use by the City, including PPE issued to paid-on-call personnel. The City will have the full use of Township fire equipment (i.e., radios, turnout gear, hoses, nozzles, fire/rescue/EMS equipment, etc.). The City’s use of equipment will end either when the equipment’s useful life is exhausted or when this agreement expires, whichever comes earlier. The City may, but shall not be obligated to repair a vehicle or fire apparatus when the cost of the repair is greater than 50% of the vehicle or fire apparatus’s fair market value.

Township engines 1 and 2 will be operated by City personnel out of the Township north and south stations. A Township tender/tanker will be operated by City personnel out of the City Public Safety Facility as it is centrally located.

7. **Fire Task Force.** The parties agree to establish a “Fire Task Force” consisting of the Township Supervisor and one Township Trustee, the City Mayor, and City Manager. The City Fire Chief shall attend meetings of the task force as a resource. ~~serve as a non-voting member.~~ This group shall act in an advisory role to the Department and shall be a liaison with administration to address administrative or operational issues and both plan for and make recommendations to the City and Township regarding purchase of apparatus and equipment, facilities update, etc. The task force will meet as needed or at least semi-annually. This agreement does not create a separate legal entity.
8. **Term & Renewal.** The initial term of this agreement shall be 15 years, until December 31, 2036. After the initial term, this agreement shall automatically renew for successive 5-year renewal terms unless terminated as described below.
9. **Termination.** This agreement may be terminated as described below:
 - A. The parties may mutually agree in writing at any time to terminate this contract in the manner provided in their mutual written agreement.

- B. On or before each successive 5th anniversary date of this contract (i.e., December 31, 2036, 2041, etc.), either party may provide a written notice of termination of this contract to the other party. If one of the parties provides such written notice, then this contract shall terminate on the next 5th anniversary date that is at least 5 years after the date the written notice was provided.

Upon termination of the agreement, any apparatus or equipment owned by the Township at its inception, or purchased with 100% Township funds during the agreement, will be returned to the Township. Use of the Township north and southside fire stations will revert to the Township.

- 10. Dissolution: Joint Purchases.** Joint purchases of equipment or apparatus that occur during this agreement shall require a separate agreement detailing the contribution by each municipality and methods to resolve ownership in the event of dissolution of this agreement. Any purchases made exclusively with funds from one municipality shall remain the property of that municipality and the other shall have no claim thereto.
- 11. Entire Agreement; No Modification.** This agreement contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties.
- 12. Waiver.** The failure of either party to enforce any specific condition of this agreement shall not constitute a waiver of its right to enforce every other condition of this agreement. No provision of this agreement shall be deemed to have been waived unless the waiver is in writing.
- 13. Notice.** Any notice, demand, or communication required, permitted, or desired to be given under this agreement shall be deemed effectively given when personally delivered, delivered by a courier service such as FedEx or UPS, or the receipt date when mailed by certified mail, return receipt requested, delivered to those addresses first provided above. The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given. The parties may also designate e-mail or other addresses for written notices to be given.
- 14. No Assignment.** No party may assign any of its rights, duties or obligations under this agreement without the other party's prior written consent.

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15. Severability. If any portion of this agreement is declared unenforceable by any court of competent jurisdiction, the remainder of this agreement shall remain in full force and be unaffected by the portion which may be declared to be unenforceable.

16. Construction. Both parties consulted legal counsel and had input into the drafting of this agreement. It should therefore be construed as if it were mutually drafted.

CITY OF ALPENA, a Michigan
Municipal Corporation

By: _____

Date: _____

CHARTER TOWNSHIP OF ALPENA, a Michigan
Municipal Corporation

By: _____
Nathan Skibbe, Supervisor

Date: _____

By: _____
Michele Palevich, Clerk

Date: _____

DRAFT with Council changes 6/8/21 BF