

*Charter Township of*



**CHARTER TOWNSHIP OF ALPENA  
BOARD OF TRUSTEES  
SPECIAL MEETING NOTICE**

**November 10, 2020 – 7:00 PM**

**at**

**The APlex**

**701 Woodward Ave.**

**Alpena, MI 49707**

**PURPOSE:**

**Intergovernmental Agreement for Fire Department Organizational and Response Services**

**CHARTER TOWNSHIP OF ALPENA  
BOARD OF TRUSTEES**

**SPECIAL MEETING – November 10, 2020 – 7:00 PM**

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

**PURPOSE OF MEETING**

1. Intergovernmental Agreement for Fire Department Organizational and Response Services

**DISCUSSION  
ADJOURNMENT**

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

T. Gulden

Alpena News  
Bay 108  
WATZ  
WBKB - TV

Please join my meeting from your computer, tablet or smartphone.  
<https://www.gotomeet.me/CityofAlpena>

You can also dial in using your phone.  
United States: +1 (646) 749-3112

Access Code: 667-050-061

**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, "the City", and **THE CHARTER TOWNSHIP OF ALPENA**, a Michigan Municipal Corporation located at 4385 US23 North, Alpena, Michigan 49707, "the Township", enter into this agreement subject to the following terms and conditions:

**RECITALS**

- A. The City is able and willing to provide and the Township wishes to receive fire department administrative, supervisory and response services.
- B. The current Alpena Township Fire Department is merged with and replaced by a combined department operated by the City for both jurisdictions.

**TERMS AND CONDITIONS**

In mutual consideration of the promises made herein the parties agree as follows:

1. This agreement is a contract for services pursuant to MCL 41.806 between the Charter Township of Alpena, who wishes to receive fire and emergency medical services from the City of Alpena. 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. A "Fire Task Force" shall be established consisting of the Township Supervisor and one Township Trustee, the City Mayor, and City Manager. The City Fire Chief shall be 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. The task force will meet as needed or at least semi-annually.  
  
A separate legal entity is not created by this agreement.
3. The City Fire Department will provide administrative, supervisory and response services to the Township, and will respond or ensure a response to all emergencies therein.
4. 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 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. Township-owned equipment will remain in service for use by the combined department, including PPE issued to paid-on-call personnel.
5. The City will hire up to three current Township full-time firefighter-EMTs, of the City's choosing, on the condition that these employees will successfully complete paramedic education and State

of Michigan licensure within three (3) years. Successful completion of preemployment screening including but not limited to background and physical evaluation required.

6. The Township will, at its expense, maintain all Township fire stations for the use of the combined Department. City Fire staff shall have unrestricted use of said facilities for the purposes of operating fire and emergency services therefrom. Staffing of Township stations will be accomplished with paid-on-call personnel responding from home, or career personnel, or a combination of both as determined by the Fire Chief.
7. The Township apparatus and 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 combined department 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 combined operation.
8. 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.
9. 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 can operate as a certified fire inspector, fire code official and plan reviewer. CRR and fire prevention activities will be provided to the entire City/Township geographical area, thereby enhancing safety for the greater Alpena community.
10. The City shall lease Township-owned vehicles and buildings including furnishings and equipment for \$1 per year. Township shall maintain insurance and provide building/grounds maintenance and repair as needed. Staffing of Township stations will be accomplished with paid-on-call personnel responding from home, or career personnel, or a combination of both as determined by the Fire Chief. City will make every effort to utilize the stations regularly but is not required to provide career staffing on a regular basis.
11. 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.
12. 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. 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.
13. 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.

14. 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.
15. 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 as such.
16. The Township shall pay the City \$300,000 per year in equal, monthly installments of \$25,000 commencing upon the acceptance of the Agreement. This rate will remain unchanged until the 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 in reference to the [REDACTED]. The total payment by the Township shall be capped at \$400,000 per year absent further negotiation.
17. The Township shall permit the full use of the north and southside fire stations, and joint DNR station at no cost to the City, for the purposes of operating a fire department for the protection of City and Township residents. Lease said facilities and vehicles to City for \$1 per year for the term of this agreement.
18. The City bears no responsibility toward any Township pension or retirement benefits for former Township employees. New employees hired by the City shall be compensated in accordance with City policies and collective bargaining agreements in place at the time. The City will establish a 401(a) plan for Township employees who transition to City employment as a result of this agreement that are age 50 or older and contribute an amount equal to its annual per employee contribution to the City retirement system, instead of enrolling them in the City's pension plan.
19. Term. In recognition of the amount of effort and investment needed to combine the departments service areas, train new full-time and paid-on-call employees and establish CRR efforts in the larger community, the parties recognize that the agreement must survive any change in the composition of elected officials in both municipalities. The initial term of this Contract shall be 10 years, until December 31, 2030, subject to renewal and termination as described below.
20. Review and Renewal. The parties shall meet every five (5) years to review the Agreement and, if desired by either party, propose amendments to the Agreement. After the initial term, this Contract shall automatically renew for successive 10-year renewal terms unless this Contract is terminated as described below.
21. Termination. This Contract may be terminated as follows:
  - a. The parties may mutually agree in writing at any time to terminate this Contract in the manner provided in their mutual written agreement for termination, or
  - b. Either party may terminate the Agreement by a majority vote of its governing board provided that at least 18 months' notice is given to the other.
22. Should this agreement be terminated by the parties, it is agreed that 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 south stations will revert to the Township as well. City also holds a lease on the DNR station, so it is not an issue.

23. 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.
24. This agreement between the City and the Township 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.
25. 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.
26. Any notice, demand, or communication required, permitted, or desired to be given under this Contract 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.
27. No party may assign any of its rights, duties or obligations under this Contract without the other party's prior written consent.
28. 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.
29. Both parties consulted legal counsel and had input into the drafting of this Contract. 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

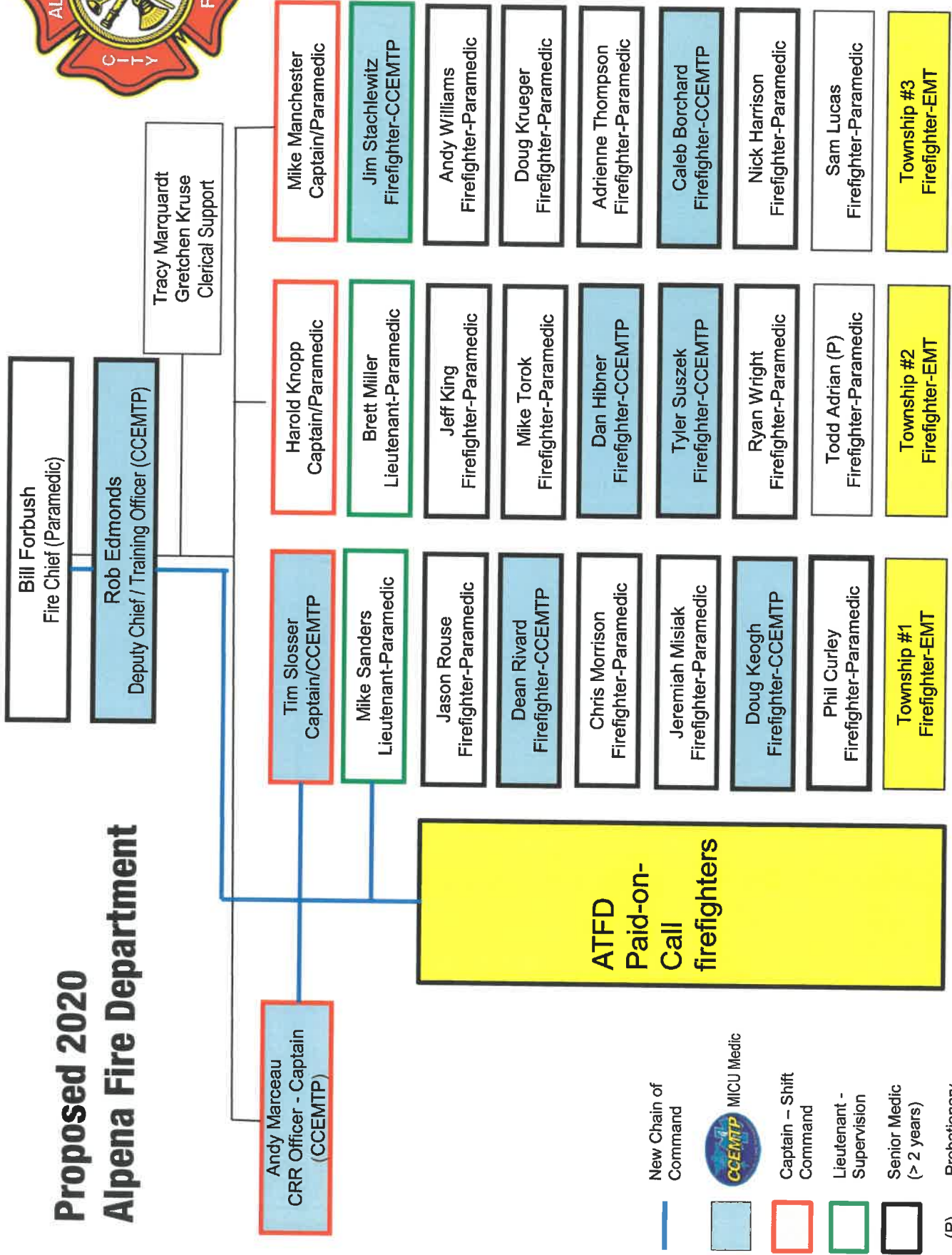
By: \_\_\_\_\_  
Nathan Skibbe, Supervisor

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

By: \_\_\_\_\_  
Michele Palevich, Clerk

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

# Proposed 2020 Alpena Fire Department



New Chain of Command



Captain - Shift Command

Lieutenant - Supervision

Senior Medic (> 2 years)

Probationary (P)