

CITY of NOVI CITY COUNCIL

Agenda Item H
October 22, 2012

SUBJECT: Approval of Cooperative Mutual Aid and Fire Control Agreement between the Michigan Department of Natural Resources – Forest, Mineral and Fire Management and the City of Novi.

SUBMITTING DEPARTMENT: Public Safety - Fire Department *JFJ*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The Michigan Department of Natural Resources (MDNR) offers Fire Organizations the opportunity to participate in a cooperative Mutual Aid Fire Control Agreement. The agreements purpose is to provide fire departments with Federal Excess Personal Property as well as Department of Defense (DOD) Firefighter Program Property, to provide cooperation on mutual objectives, lending effective support to each other as well as purposes and responsibilities of the respective organization and allowing Fire Departments the purchase authority through a Federal GSA Fire Equipment catalog. Currently, Lyon Township, Holly, White Lake and most of Livingston County are neighboring communities that have or are participating in this program.

The MDNR agrees to also provide assistance for basic protection from uncontrolled fires occurring in natural cover fuels (grass, brush, wooded and outdoor areas) and to conduct a prevention program to reduce the number of such fires, when requested and will dispatch equipment to fires when available.

In return, the Novi Fire Department agrees when available, to respond with equipment to any fire on State (ex. Island and Proud Lake) and sometimes private land within the protection areas that encompasses Oakland and the bordering Counties, according to the MDNR representative. Novi would likely already be called to these fires through our existing Mutual Aid Agreements. The MDNR representative indicated the MDNR has not initiated a call in our immediate area in the last twenty years. The City would be responsible for all purchases and payments for any equipment ordered from the GSA, provide liability and property damage insurance for any vehicle on loan and to make the vehicle and the equipment available for inspection by the MDNR. The City of Novi will have the opportunity to request surplus equipment (ex. Gator, air compressor) or a vehicle (ex. Brush or Tanker Truck) if available from through this program.

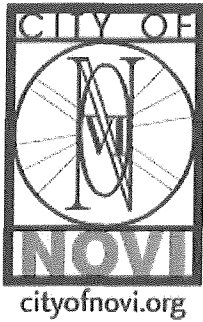
As with other agreements, the City of Novi will need a resolution authorizing the Mayor to enter into the agreement with the Michigan Department of Natural Resources. Legal counsel has reviewed this matter and opines there is no legal impediment which precludes the City of Novi from executing this agreement.

RECOMMENDED ACTION: Approval of Cooperative Mutual Aid and Fire Control Agreement between the Michigan Department of Natural Resources – Forest, Mineral and Fire Management and the City of Novi.

	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				

MEMORANDUM



TO: VICTOR C.M. LAURIA, ACTING PUBLIC SAFETY DIRECTOR /
ASSISTANT POLICE CHIEF

FROM: JEFFERY R. JOHNSON, DIRECTOR OF EMS/FIRE OPERATIONS *JRJ*

SUBJECT: MICHIGAN DEPARTMENT OF NATURAL RESOURCES –
COOPERATIVE MUTUAL AID FIRE CONTROL AGREEMENT

DATE: OCTOBER 9, 2012

The Michigan Department of Natural Resources (MDNR) offers Fire Organizations the opportunity to participate in a cooperative Mutual Aid Fire Control Agreement. The agreements purpose is to provide fire departments with Federal Excess Personal Property as well as Department of Defense (DOD) Firefighter Program Property, to provide cooperation on mutual objectives, lending effective support to each other as well as purposes and responsibilities of the respective organization and allowing Fire Departments the purchase authority through a Federal GSA Fire Equipment catalog.

The MDNR agrees to also provide assistance for basic protection from uncontrolled fires occurring in natural cover fuels and to conduct a prevention program to reduce the number of such fires, when requested and will dispatch equipment to fires when available. Additionally, they will immediately advise the Fire Department of any burning or threatened structure within the area. Accessories, tools, equipment, and sirens provided or added by the Fire Department will remain the property of the Fire Department. The MDNR will extend the benefits of the Federal-State "Cooperative Fire Control Agreement" to allow Fire Departments the ability to purchase firefighting equipment and supplies through the GSA Fire Equipment Catalog.

In return, the Novi Fire Department agrees when available, to respond with equipment to any fire within the protection area that generally covers the metro Detroit area and specifically Oakland County. The City would be responsible for all purchases and

payments for any equipment order from the GSA. Provide liability and property damage insurance for the vehicle on loan and to make the vehicle and equipment available for inspection by the MDNR. The Fire Department cannot remove parts without permission and may not sell, junk or trade the equipment and must be returned when the vehicle becomes surplus. The vehicle will not be overloaded; will be operated according to the Michigan Vehicle Code and Occupational Standards and under the direct control of the Fire Department. Further, it will be used for rural and wild land fire protection and the Fire Department will immediately notify the MDNR of any accident or death involving the vehicle. The vehicle will be painted red or to the Fire Department color and marked accordingly. The Fire Department must place the vehicle into service within twelve months from the date issued. Training will be provided for Fire Department staff on the vehicle including wild land training with the MDNR.

The City attorney has reviewed the agreement and has no issues. It is my recommendation that the City of Novi approve the Cooperative Fire Control Agreement with the Michigan Department of Natural Resources.

Should you have any further question, please let me know.

C. David E. Molloy, Public Safety Director



JOHNSON ROSATI SCHULTZ JOPPICH PC

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Thomas R. Schultz
tschultz@jrsjlaw.com

www.johnsonrosati.com

October 16, 2012

Jeff Johnson, Director of EMS and Fire Operations
City of Novi Fire Department
42975 Grand River Avenue
Novi, Michigan 48375

RE: MDNR Cooperative Mutual Aid Fire Control Agreement

Dear Director Johnson:

You asked our office to review the form "Cooperative Mutual Aid Fire Control Agreement" with the Michigan Department of Natural Resources, Forest, Mineral and Fire Management. Our office has no objection to entry into the Agreement. It seems that it will be a fairly rare occurrence that the Agreement will come into play. Basically, it has two main parts. The first allows the City to utilize "federal access property" for firefighting use. If the City were to take advantage of such property (see the list attached to the Agreement) the provisions of this document control the terms and conditions of the City's utilization. None of the City's obligations appear to be unusual in any manner.

The second part of the Agreement has to do with Federal Department of Defense (DoD), again sets forth terms and conditions in the event the City utilizes any federal firefighting property.

It is uncertain at this point how often the City would intend to make use of either kinds of property in connection with firefighting responses. This Agreement, however, in relatively neutral terms, authorizes that and sets forth minimal guidelines for the use of that property.

In the event the City goes forward with this, I have attached a very short Resolution authorizing the signature and appointing the Director of Public Safety, or his designee, as the City's representative for purposes of the Agreement.

Jeff Johnson, Director of EMS and Fire Operations
City of Novi Fire Department
October 15, 2012
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If you have any questions, please do not hesitate to call.

Very truly yours,

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



Thomas R. Schultz

TRS/sls
Enclosures

C: Clay Pearson, City Manager (w/Enclosures)
Maryanne Cornelius, Clerk (w/Enclosures)
David Molloy, Director of Public Safety/Chief of Police (w/Enclosures)
Victor Cardenas, Assistant City Manager (w/Enclosures)

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION NO. _____

At a meeting of the City Council of the City of Novi, Oakland County, Michigan, held on _____, 2012, at the City Hall, 45175 W. Ten Mile Road, Novi, Michigan 48375-3024.

The following resolution was offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, the control of timber, grass, and wildland fires is essential to an effective fire control program; and

WHEREAS, the City of Novi Fire Department is actively engaged in the prevention and suppression of all fires; and

WHEREAS, it has been determined to be advantageous to the City of Novi Fire Department, in the proper discharge of its responsibilities, to make certain equipment available to the department for timber, grass, and wildland fire control;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That in order to maximize the prompt, full and effective use of resources of all participating governments in providing reasonable protection from uncontrolled fires occurring in natural cover fuels, the City Council of the City of Novi hereby adopts and approves the Cooperative Mutual Aid Fire Control Agreement which is attached hereto and fully incorporated herein by reference; and

2. That the Director of Public Safety, or his designee, shall be the authorized representative of the City of Novi of the Cooperative Mutual Aid Fire Control Agreement.

AYES:
NAYES:
ABSTENTIONS:
ABSENT:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, MARYANNE CORNELIUS, the duly-qualified Clerk of the City of Novi, Oakland County, Michigan, do hereby certify that the foregoing is a resolution adopted by the

City Council of the City of Novi, at a duly-called meeting held on _____,
2012, a copy of which is on file in my office.

Maryanne Cornelius, City Clerk
City of Novi

This Resolution was signed and acknowledged before me on _____, 2012,
by MARYANNE CORNELIUS, the duly-authorized Clerk for the City of Novi, a Michigan
municipal corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____



Michigan Department of Natural Resources - Forest, Mineral and Fire Management
COOPERATIVE MUTUAL AID FIRE CONTROL AGREEMENT

This agreement is between the Forest, Mineral and Fire Management and:

City of Novi Fire Department
Name of Fire Organization
45125 W. Ten Mile Road
Address
Novi, MI 48375
City, State and Zip Code
Oakland
County

Federal ID #
Governing Unit or Board
(248) 735-5688
Telephone
Fire Department No.

This Cooperative Agreement made this ___ day of ___ by and between ___ (Governing Agency Unit or Board), hereinafter referred to as the Cooperator; and the Michigan Department of Natural Resources, Forest, Mineral & Fire Management, hereinafter referred to as the Department, is entered into for the purpose of:

- (1) Placing Federal Excess Personal Property for local fire department's use.
(2) Placing Department of Defense (DoD) Firefighter Program Property for local fire department's use.
(3) Providing the closest possible cooperation on mutual objectives.
(4) Lending effective support when either organization is committed to or beyond its capacity.
(5) Defining purposes and responsibilities of the respective organization.
(6) Providing purchase authority through a Federal GSA Fire Equipment catalog.

WITNESSETH:

- WHEREAS: The control of timber, grass, and wildland fires is essential to an effective wildland fire control program.
WHEREAS: The Cooperator is actively engaged in the prevention and suppression of all fires.
WHEREAS: It has been determined to be advantageous to the Department, in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator for rural fire control.

PART I FEDERAL EXCESS PERSONNEL PROPERTY

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

THE DEPARTMENT AGREES:

- (1) To assist the Cooperator in providing reasonable basic protection from uncontrolled fires occurring in natural cover fuels and to conduct a prevention program to reduce the number of such fires.
(2) Upon request from the Cooperator will dispatch equipment to fires when available.
(3) Having knowledge of same, will immediately advise the Cooperator of any burning or threatened structure within the area.
(4) That the title of all accessories, tools, equipment, and sirens provided by the Cooperator which are added to the equipment will remain with the Cooperator and the Cooperator may remove same prior to returning the equipment to the Department.
(5) Extend benefits of the Federal-State "Cooperative Fire Control Agreement" to enable the Cooperator to purchase fire fighting equipment and supplies through the GSA Fire Equipment Catalog.

THE COOPERATOR AGREES:

- (1) When available, will dispatch a crew with equipment to any fire within their protection area.
(2) Be responsible for all purchasing and payment of invoices for equipment ordered through GSA. The Department may require the Cooperator to send a copy of purchase orders for audit purposes.
(3) The Cooperator, having equipment under the Federal Excess Personnel Property Program, must provide personal liability and property damage insurance covering vehicles on loan to the Cooperator (required under the agreement with the federal government). Insurance coverage by the Cooperator will begin on the date the vehicle is received by the Cooperator. A copy of the current insurance certificate must be kept in the vehicle for inspection purposes. The Cooperator must notify the Department immediately of all damages, vandalism or theft of the federal excess property vehicle on loan under this agreement. The Cooperator must also report stolen federal excess property upon discovery to the Department and to local law enforcement authorities. If the Cooperator does not provide insurance on the vehicle, the vehicle MUST be returned to the Department within 30 days.
(4) To make the equipment available for inspection, when requested, by a representative of the Department.
(5) That the Cooperator cannot remove parts without written permission from the Department.
(6) That the equipment may not be sold, junked, or traded, or otherwise disposed of, but must be returned BY THE COOPERATOR to one of the Department Forest, Mineral and Fire Management Repair Shops (Marquette in the Upper Peninsula, Gaylord in the Northern Lower Peninsula, or Rose Lake in the Southern Lower Peninsula), when a vehicle becomes surplus to the fire department's needs. Written notice is to be given to the local forest fire officer before the vehicle is returned.

- (7) That any vehicle provided will not be loaded beyond the manufacturer's recommended load capacity, and comply with the Michigan vehicle code.
- (8) That all vehicles provided will be equipped and operated in compliance with the Michigan Vehicle Code and Occupational Standards applicable to their use.
- (9) That all vehicles provided will be housed and under the direct control of the fire department, and used for rural and wildland fire protection.
- (10) That the Cooperator will notify the Department immediately in the event of an accident or death involving a vehicle on loan to the Cooperator.
- (11) The State of Michigan license plate will continue to be used on the equipment requiring a license.
- (12) The equipment will be painted Department red or to correspond with the Cooperator's fire equipment and marked with a decal furnished by the Department.
- (13) The equipment must be converted for use for fire control and placed in fire service within twelve months from date of issue to the Cooperator.
- (14) To train their personnel in proper operation of any equipment provided.

IT IS MUTUALLY AGREED:

- (1) **Suppression.** When both agencies are represented at the same fire, the over-all supervisory responsibility shall lie with the agency concerned most directly with the object **actually on fire**. If both types of objects, i.e., structures and vegetation, are on fire simultaneously, each agency shall attend its normal responsibility, and/or play a supporting role to the other, based on a judgment decision as to the values involved or threatened. If immediate action is required, neither agency shall be limited because of the type of object which is burning.
- (2) **Training.** Each agency agrees to attend/participate/assist/etc. in those portions of the other agency's training programs which have a bearing on the individual agency's efficiency.
- (3) **Personal Protection.** Department employees are not trained nor certified to wear self-contained breathing apparatus. Department personnel must be advised by the Cooperator when atmospheric conditions are unsafe. Department employees may work in support of the Cooperator under restricted conditions such as, but not limited to, up wind from the incident or in supply and transport.
- (4) Department tractors are not intended to be used on other than Wildland fires.
- (5) **Other.** Each agency agrees to lend its support to programs of the other agency which will increase the public awareness of the hazard and destruction of fire and/or make the objectives of this Agreement possible.

Failure to comply with any part of the Agreement will result in the forfeiture of said equipment.

This Agreement is authorized under Part 515 of Act 451 of 1994, as amended; the Federal Cooperative Forestry Assistance Act of 1978; and the Federal Property and Administrative Services Act of 1949.

PART II DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY

NOW THEREFORE, the parties to this agreement, in reference to DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY TRANSFERRED UNDER 10U.S.C 2576b, ADMINISTERED BY THE USDA FOREST SERVICE.

THE COOPERATOR AGREES TO:

- (1) Request for transfer only DoD firefighting property that can effectively be made usable and put into service for fire fighting or emergency services.
- (2) Convert the equipment into acceptable fire control or emergency response unit within 12 months from the time of acquisition.
- (3) Use the aforementioned equipment only for the suppression of wildfire and/or for other emergencies which threaten the loss of life or property.
- (4) Provide adequate storage and maintenance for the equipment and responsible for all operational cost and repairs.
- (5) Provide access to and the right to examine all records, books papers, or documents relating to the DoD Firefighting Property to the Forest Service, DoD Office of Inspector General, the Comptroller General of the United States, or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives.
- (6) Maintain property records for a minimum of five (5) years after acquisition of said property (i.e. registration, insurance, final disposal).
- (7) Make available the said equipment for periodic inspection by a duly authorized representative of the Department until title has been transferred to the Cooperator.
- (8) Maintain the equipment in full readiness at all times.
- (9) Have liability insurance coverage for any vehicles in this agreement.
- (10) The equipment will be painted Department Red, or to correspond with the Cooperator's fire equipment.
- (11) All vehicles must comply with all state and federal regulations, as well as vehicle manufacturers loading restrictions.
- (12) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in Federal and State regulations and program and property management requirements.
- (13) Accept title of said property in the Agency name, not an individual member of the agency.
- (14) Properly register the vehicle to the Cooperator, and provide appropriate license plate, once title has been transferred to the Cooperator.

THE DEPARTMENT AGREES TO:

- (15) The State of Michigan will provide the Cooperator with documentation to transfer title of the above equipment to the Cooperator, upon completion of conversion, with proof that the equipment has been placed into emergency service, and is properly insured.

This Agreement will be effective from the date of execution by the Department of Natural Resources - Forest, Mineral & Fire Management designee, and will continue in force unless terminated by either party by a thirty-day (30 day) written notice to the other, provided, however, that all of the provisions herein are complied with.

This agreement replaces all previous agreements.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

Cooperator - Governing Unit

Michigan Department of Natural Resources
Forest, Mineral & Fire Management

By _____ Date _____

By _____ Date _____

Official Title

Official Title

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

REQUEST FOR FEDERAL EXCESS PROPERTY

*(Will be kept on file for a maximum of three years)***

PLEASE NOTE: Once VFD is offered equipment, contact with DNR's Rose Lake facility or Gaylord facility must be made within three weeks.

Date: _____

Fire Dept. Name: _____ County: _____ Fire Dept. I.D. No.: _____

Fire Dept. Mailing Address, City: _____ Fire Dept. Street Address, City: _____

Fire Dept. Phone No.: _____ Chief's Name: _____

Daytime Phone No.: _____

Protection Area – List Twps., Villages, City and Total Square Miles: _____

Type of Equipment Requested

	Type	Your Priority (1, 2, 3 etc.)	New Unit	Replacement Unit	Comments
<input type="checkbox"/>	S. 4x4 Engine (3/4 or Blazer)		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	L. 4x4 Engine (5/4 & larger)		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	6x6 Engine		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Small Tanker 1-3000 Gal		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Large Tanker 3000 Gal +		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Generator – Facility		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Generator – Truck		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Air Compressor		<input type="checkbox"/>	<input type="checkbox"/>	

Other – Please list: _____

Current available fire trucks at your Department: (Inventory of fire trucks including age, size and condition).

** Upon acceptance or refusal of an offer of available equipment, this request will be made inactive.

The undersigned understands that a cooperative memorandum and agreement between the above fire unit and the Michigan Department of Natural Resources will be consummated, if and when any of the above equipment is acquired.

 City Manager, Township Supervisor, or other Official

DNR USE ONLY

Field Office: _____ / Unit Office: _____ Management Unit Priority: _____
 L M H (Circle One)

Fire Officer Supervisor: _____ Date: _____

Issue to Department: _____ Date: _____