

NOTICE OF A SPECIAL MUNICIPAL COUNCIL MEETING

The City Clerk has called a Special Meeting of the Municipal Council on the written request of the Mayor to discuss an Intergovernmental Agreement for Fire Department Organizational and Response Service.

Said meeting will be held in person (limit of 100 persons) at 7:00 p.m., Tuesday, November 10, 2020 in the Ballroom of the APlex, located at 701 Woodward Avenue. This is a joint meeting with the Charter Township of Alpena.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of the Agenda and Modifications.
4. Public Comment.
5. Intergovernmental Agreement for Fire Department Organizational and Response Service.
6. Adjourn.



By: Anna Soik, City Clerk

Dated: November 6, 2020
Posted: November 6, 2020



Alpena Fire Department
Alpena County EMS
501 W Chisholm Street
Alpena, Michigan 49707
www.alpena.mi.us

Fire/EMS

To: Honorable Mayor and Council

From: Bill Forbush, Fire Chief

Date: November 4, 2020

Re: Alpena Township Update

As you know, we have been working for some time on a request from Alpena Township to look at working together to provide fire services. City Manager Smolinski, Mayor Waligora, Bill Pfeifer and I have drafted the attached proposed agreement and would like to bring it forward at a special, open meeting scheduled for next Tuesday, November 10th for formal action. It incorporates any and all input received from Council and from their Board, and provides what we believe is a win-win scenario for both communities. Most importantly, it enhances the response capability in the greater Alpena community including the City.

In a nutshell, they would like to contract for our services and have us provide fire services for their residents. They will combine their fire department into ours, and make their stations and equipment available for our use. As the County ambulance, we already respond to and transport patients from all Township medical calls, so the only change would be handling fires in the township. Their paid-on-call personnel would become ours, and would run out of the township stations, augmented by fulltime staff from the City headquarters. We would empower those paid-on-call members with additional capabilities and responsibilities including apparatus response, pump operations and initial command. First responder operations would be revised for better efficiency and an appropriate career response would be integrated.

There are currently only six career personnel on the Township department. With anticipated retirements, they will soon be down to 3-4, and we will accept up to three of their career firefighter-EMTs into our department, filling open but already budgeted positions. Through a partnership with North Central Michigan College, these employees will be able to complete paramedic education here at AFD, and must do so within three years.

Operationally, we can immediately dispatch 4-5 career firefighters to any township fire, along with Paid-on-call members using apparatus from the township stations. On the recent 3rd Avenue City fire, our initial response was 11 on-duty full-time personnel with another 9 called in from home. The Township currently fields 2 on duty personnel (one at each station), calls back up to up to 4 more and whatever Paid-on-call members are available. This project provides minimally a 150% increase in the immediate response of professional firefighters, yet is less than half of our on-duty staff. Call-in will be used to replenish staffing as needed.

Under the agreement, the Township will pay the City \$300,000 per year, which is \$214,000/yr less than their fire millage. They will use the balance to maintain their stations, cover any employee consolidation obligations, and save for a possible M32 station in the future. They also have an equipment millage of \$233,000/yr. that is being used to purchase a second new engine and a pumper-tanker.



We look forward to working jointly with the Township on enhancing our collective capabilities in technical rescue, including water, trench, confined space and high angle. By using career and Paid-on-call personnel in one cohesive team, we will be able to enhance our services for City and Township residents alike, and share some of the costs. The revenue that we are receiving will more than cover the paramedic training that will be required for those new AFD employees, and allow us to get back to full staffing as soon as possible.

Our Presque Isle program has proven beyond any doubt that AFD can build and operate a very successful Paid-on-call fire department, and provide the safety net of highly trained career staff to augment their efforts. This project will avoid duplication of efforts and enable both entities to provide superior emergency services more cost effectively. Our full-time Chief, Deputy Chief/Training Officer and Community Risk Reduction (CRR) Officer will be used in both communities.

Supervisor Skibbe has indicated that their Township Board has been fully briefed on the project., and both City and Township legal counsel has approved the draft agreement, which is attached.

Here is the timeline that we and the Township have developed:

November 5	5:00 pm – AFD admin meet with AFD Union Leadership
November 5	5:30 pm - AFD Admin meet with AFD personnel to brief on project
November 5	7 pm - AFD Admin and Twp reps meet with all full-time and paid-on-call ATFD members
November 6	12 noon - City Council packet posted, available to media
November 10	7 pm - Joint City Council/Twp Board meeting at APlex. Both boards vote on project. All public and media questions will be addressed at that time.
January 4	Implement new program.

Thank you for your continued cooperation and support. As always, we are available anytime for any questions or concerns.

Proposed 2020 Alpena Fire Department



Bill Forbush
Fire Chief (Paramedic)

Rob Edmonds
Deputy Chief / Training Officer (CCEMTP)

Tracy Marquardt
Gretchen Kruse
Clerical Support

Andy Marceau
CRR Officer - Captain
(CCEMTP)

Tim Slosser
Captain/CCEMTP

Harold Knopp
Captain/Paramedic

Mike Manchester
Captain/Paramedic

Mike Sanders
Lieutenant-Paramedic

Brett Miller
Lieutenant-Paramedic

Jim Stachlewitz
Firefighter-CCEMTP

Jason Rouse
Firefighter-Paramedic

Jeff King
Firefighter-Paramedic

Andy Williams
Firefighter-Paramedic

Dean Rivard
Firefighter-CCEMTP

Mike Torok
Firefighter-Paramedic

Doug Krueger
Firefighter-Paramedic

Chris Morrison
Firefighter-Paramedic

Dan Hibner
Firefighter-CCEMTP

Adrienne Thompson
Firefighter-Paramedic

Jeremiah Misiak
Firefighter-Paramedic

Tyler Suszek
Firefighter-CCEMTP

Caleb Borchard
Firefighter-CCEMTP

Doug Keogh
Firefighter-CCEMTP

Ryan Wright
Firefighter-Paramedic

Nick Harrison
Firefighter-Paramedic

Phil Curley
Firefighter-Paramedic

Todd Adrian (P)
Firefighter-Paramedic







Sam Lucas
Firefighter-Paramedic

Township #1
Firefighter-EMT

Township #2
Firefighter-EMT

Township #3
Firefighter-EMT

ATFD
Paid-on-
Call
firefighters

-  New Chain of Command
-   MICU Medic
-  Captain - Shift Command
-  Lieutenant - Supervision
-  Senior Medic (> 2 years)
- (P) Probationary

**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 regional index at <https://www.bls.gov/cpi/regional-resources.htm>. 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: _____

Date: _____

DRAFT

DRAFT

DRAFT

Nathan Skibbe, Supervisor

By: _____
Michele Palevich, Clerk

Date: _____