

May 4, 2005

TO: John Szerlag, City Manager

FROM: William S. Nelson, Fire Chief

SUBJECT: AGENDA ITEM-Temporary Aid Agreement

Recommendation

I recommend that the attached temporary aid agreement with Bloomfield Township be ratified to provide for mutual aid for structure fires in sections 5 and 6 during the complete closure of Coolidge Road for construction at the I-75 bridge.

Background

The road construction project on Coolidge Road at I-75 will cause Coolidge Road to be completely closed to all traffic for approximately 15 days commencing on Tuesday, May 3, 2005. This closure will severely impact the fire response capability of fire station 6 in sections 5 and 6. In order to maintain the existing level of service to the affected area, the ability of neighboring fire departments to respond in this area was evaluated. The closest neighboring fire station to the area is Bloomfield Township fire station 2 located on Westview (18 ½ mile) just west of Adams.

Discussions with Bloomfield Township officials indicated willingness to provide mutual aid in the affected area provided that both entities enter into a temporary agreement. During the period of the road closure, Troy stations 6 and 2 will respond to all fire incidents in sections 5 and 6 and Bloomfield Township will respond to structure fires with the Troy stations. The attached agreement has been reviewed and approved by Bloomfield Township and our Law and Risk Management departments. Due to the compressed time frame and the emergency nature of this item you signed the agreement. I respectfully request that this item be considered for ratification by City Council as soon as possible. If you have any questions, please contact me.

Prepared by William S. Nelson

TEMPORARY AID AGREEMENT
FOR FIRE SERVICES

This Agreement is between the Township of Bloomfield, a Michigan charter township, whose address is 4200 Telegraph Road, Bloomfield Hills, MI 48303, and the City of Troy, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, MI 48084.

R E C I T A L S:

The City of Troy and the Michigan Department of Transportation (MDOT) currently have plans to widen Coolidge Road in the City of Troy where it passes under the I-75 freeway at Square Lake Road. The project will require the closing of Coolidge in the area of I-75 to all traffic for an estimated period of 15 days. The closing is currently scheduled to occur on May 2, 2005.

Since Troy Fire Station No. 6 is located on Coolidge Road south of I-75, the closure of Coolidge will affect the Troy Fire Department's ability to respond to fires in Sections 5 and 6 in the City of Troy (north of I-75/Square Lake Road, from Crooks Road to Adams Road and Square Lake Road to South Boulevard). The City of Troy has requested the Township of Bloomfield's assistance for reported structure fires in Sections 5 and 6 during the estimated 15 days that Coolidge Road will be closed to traffic. The Township of Bloomfield is able and willing to provide the assistance requested.

It is the parties' intention to continue Troy's standard two-station response to structure fires. In addition, the Township of Bloomfield would, when requested by the City of Troy, respond from its Fire Station No. 2 located at West View and Adams Roads. All other fire incidents would be handled by Troy without Bloomfield Township's assistance.

The parties have agreed to set forth herein guidelines for this temporary fire service assistance.

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of this Agreement is to provide the terms and conditions under which the Township of Bloomfield will provide assistance to the City of Troy on a temporary basis for structure fires in Sections 5 and 6 of the City of Troy during the estimated 15-day closure of Coolidge Road in the area of I-75 and Square Lake Road.
2. Request for Assistance. The Communications Center for the City of Troy for an emergency situation requiring fire department equipment or personnel in the area described herein (Sections 5 and 6, City of Troy) is authorized to request assistance from the Bloomfield Township Fire Department. The request shall be directed to the Township of Bloomfield Dispatch Center.

The request for assistance shall specify the location to which the equipment and personnel are to be dispatched.

3. Response to Request. Upon receipt of a request for fire service assistance, the commanding officer of the Bloomfield Township Fire Department shall:
 - a. Determine if the equipment and personnel are available for response as requested.
 - b. Advise the requesting party of the equipment and personnel available for response; and
 - c. Dispatch requested personnel and equipment as available to the designated location(s) with proper operating instructions.

In the event the requested equipment and/or personnel are not available, then the commanding officer for the Township shall immediately advise the requesting party of such fact.

The rendering of assistance under the terms of this Agreement shall not be mandatory; however, every good faith effort shall be made by the Bloomfield Township Fire Department to render assistance.

4. Command Responsibility at Emergency Scene. The incident commander of the City of Troy at the scene of the emergency to which a response is made shall be in command of the operations under which the equipment and personnel sent by the Township of Bloomfield 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. If the incident commander specifically requests the senior officer of the Township to assume command, then the incident commander shall not, by relinquishing command, be relieved of responsibility for the operation.
5. Waiver/Indemnification and Hold Harmless. The City of Troy waives all claims against the Township of Bloomfield for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of performance under this Agreement, including but not limited to command decisions or judgments. The City of Troy shall save and hold harmless the Township of Bloomfield against any and all claims or actions brought against the Township of Bloomfield arising out of its efforts to perform under this Agreement, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the Township.
6. Insurance. The City of Troy hereby confirms and acknowledges that it maintains adequate insurance coverage to cover claims or damages arising out of the provision of fire service under this Agreement by the Township of Bloomfield.

7. Compensation. Bloomfield Township agrees that it will not seek compensation from the City of Troy for services rendered under this Agreement. The Township 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. However, if fire suppression chemicals are utilized by the Township, the City shall compensation the Township for the actual cost of such chemicals.

8. Authority. This Agreement is executed pursuant to MCL 124.501, et seq.

9. Termination. This Agreement shall remain in full force and effect until the opening of Coolidge Road to through traffic, contemplated at this point to be on or about May 17, 2005. As soon as the City of Troy Fire Chief has determined that assistance is no longer necessary under this Agreement, he or his designee, shall notify the Township of Bloomfield Township Fire Chief in writing via fax or hand delivery that assistance under this Agreement is no longer required.

CITY OF TROY

By: _____
 John Szerlag
 Its: Manager

Dated: _____, 2005

TOWNSHIP OF BLOOMFIELD

By: _____
 Its: _____

Dated: _____, 2005

Contract to be ratified by the Troy City Council at their Regular Meeting of Troy May 9, 2005

CITY OF TROY

By: _____
 Louise Schilling
 Its: Mayor

By: _____
 Tonni Bartholomew
 Its: City Clerk

Dated: _____, 2005