

RESOLUTION NO. 2024-28

**CHARTER TOWNSHIP OF LYON
COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION TO APPROVE AGREEMENT FOR AUTOMATIC
MUTUAL AID BETWEEN CITY OF NOVI AND LYON TOWNSHIP**

At a regular meeting of the Township Board of the Charter Township of Lyon, County of Oakland, Michigan held the 7th day of August 2024 at 6:00 p.m. the following Resolution was offered by Board Member Trustee O'Neil and was supported by Board Member Trustee Swain and with the following members being present or absent:

PRESENT: Supervisor Dolan, Clerk Cash, Treasurer Carcone, Trustee Blades, Trustee Enlow,
Trustee O'Neil, Trustee Swain

ABSENT: None

WHEREAS, the City of Novi and Lyon Township both staff and maintain fire station(s) for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, to provide the most appropriate service response to its residents, the City of Novi and Lyon Township desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, the City of Novi and Lyon Township seek to provide automatic response with at least an engine, tower/ladder, or tender company with 2 personnel for confirmed structure fires.

WHEREAS, the Urban Cooperation Act, 1967 PA 7, as amended, MCL 124.501 *et seq.* authorizes City of Novi and the Charter Township of Lyon to enter into an Agreement for Automatic Mutual Aid for the purpose of setting forth guidelines for such automatic mutual aid.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Township Board for the Charter Township of Lyon, hereby approves the Agreement for Automatic Mutual Aid, attached hereto as Exhibit A, and authorizes the Supervisor and Clerk to execute said Agreement.

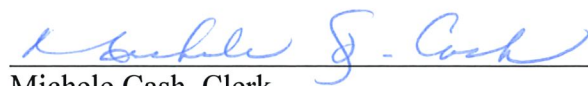
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

AYES: O'Neil, Swain, Blades, Carcone, Cash, Dolan, Enlow
NAYS: None
ABSENT: None
ABSTENTIONS: None

RESOLUTION DECLARED ADOPTED:

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Charter Township of Lyon at its meeting held this 7th day of August 2024.



Michele Cash, Clerk
Charter Township of Lyon

STATE OF MICHIGAN

COUNTY OF OAKLAND

AGREEMENT FOR AUTOMATIC MUTUAL AID

This Agreement is between the City of Novi, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, MI 48375 (the "City"), and the Charter Township of Lyon, a Michigan municipal corporation, whose address is 58000 Grand River Avenue, New Hudson, MI 48165 (the "Township"), effective on the last date of the signatures set forth below.

RECITALS

The City of Novi and the Charter Township of Lyon both staff and maintain fire station(s) for the safety and protection of the lives and property within their respective jurisdictions; and

To provide the most appropriate service response to its residents, the City and the Township desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

More specifically, the City and the Township seek to provide automatic response with at least an engine, tower/ladder or tender company with two (2) personnel for confirmed structure fires.

The parties have agreed to set forth guidelines for such automatic mutual aid.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. "Automatic Mutual Aid Response" shall mean the automatic response by the Responding City/Township of the closest available resources via emergency dispatch to a request for response by the Requesting City/Township.
 - b. "Confirmed Structure Fire" shall be identified as first-person caller, police officer or firefighter on scene, or multiple calls to dispatch or PSAP, in the following areas:
 - i. In the Township, a confirmed structure fire in accessible areas of sections 22, 23, 24, 25, 26, 27, 34, 35 and 36.
 - ii. In the City, confirmed structure fires in accessible areas of sections 16, 17, 18, 19 and 20.

2. Request for Assistance. The Public Safety Answering Point (PSAP) communications dispatching center for each municipality will confirm the structure fire from a caller, police or fire personnel. Either City/Township is authorized at any time to request Automatic Mutual Aid Response from the other City/Township. The request shall be directed to the authorized PSAP of the City/Township being called to respond.

The request for Automatic Mutual Aid Response shall specify the amount and type of equipment and number of personnel required and shall specify the location to which the equipment and personnel are to be dispatched.

3. Response to Request. Upon receipt of a request for Automatic Mutual Aid Response, the commanding officer of the Responding City/Township shall immediately advise the Requesting City/Township if the equipment and personnel are not available.
4. Command Responsibility at Emergency Scene. The incident commander of the Requesting City/Township at the scene of the emergency to which an Automatic Mutual Aid Response is made shall be in command of the operations under which the equipment and personnel sent by the Responding City/Township 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.
5. Responsibility for Employees. Each City/Township agrees to be responsible for disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.
6. Liability. Each City/Township shall be responsible for any claims made against that City/Township and for the acts of its employees or agents.

In any claims that may arise from the performance of this Agreement, each City/Township shall seek its own legal representation and bear the costs associated with such representation, including attorney fees. Except as otherwise provided in this Agreement, neither City/Township shall have any right, under any legal principle, to be indemnified by the other City/Township or any of its employees or agents in connection with any claim. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the City/Township. All of the privileges and immunities from liability, and exemptions from laws, ordinances, and rules which apply to the activities of parties, officers, agencies, and employees of any governmental agency when performing its functions, shall apply to the same degree and extent to the performance of such functions and duties under the provisions of this Agreement. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by either City/Township of governmental immunity as provided under law.

7. Insurance. Both City/Township hereby confirm and acknowledge that they maintain adequate insurance coverage to cover claims or damages arising out of the provision of fire service under this Agreement. A lapse in the insurance coverage required under the Agreement by either City/Township shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to that City/Township at any time such a lapse in coverage exists.
8. No Compensation. Neither City/Township will seek compensation from the other City/Township for Automatic Mutual Aid Response services rendered under this Agreement. Each City/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.
9. Authority. This Agreement is being executed in accordance with the provisions of Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, *et. seq.*
10. Termination. This Agreement shall remain in full force and effect unless written Notice of Termination is given by either City/Township. Termination shall be effective on the 90th day following such Notice, unless the termination is for cause, in which case it shall be effective within 14 days of such Notice.
11. Amendments for Additional Contracting Agencies. Additional parties to this Agreement may be added by resolution of the legislative body of the added party and corresponding resolutions of the legislative bodies of all parties to this Agreement, and appropriate signatures by the representatives of the added party.

CITY OF NOVI
A Michigan Municipal Organization

Dated: _____, 2024 BY: _____
Justin Fischer, Mayor

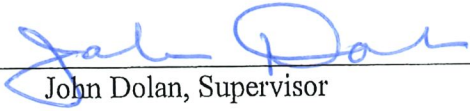
BY: _____
Cortney Hanson, Clerk

(signatures continued on next page)

CHARTER TOWNSHIP OF LYON
A Michigan Municipal Organization

Dated: August 7, 2024

BY:


John Dolan, Supervisor

BY:


Michele Cash, Clerk