

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF DEARBORN
AND
CITY OF ANN ARBOR
FOR
FIRE VEHICLES**

THIS INTERLOCAL AGREEMENT entered into by and between the City of Dearborn, a Michigan Municipal Corporation 16901 Michigan Avenue, Dearborn, Michigan, 48126 ("Dearborn") and the City of Ann Arbor, 301 E. Huron St., Ann Arbor, Michigan 48104 ("Ann Arbor"), or the "Parties", and/or individually as "Party" shall govern Dearborn and Ann Arbor's participation in this Agreement for shared front line fire vehicles.

WHEREAS, Each Party has the power, privilege, and authority to maintain and operate fire department vehicles; and

WHEREAS, The 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. of the Michigan Compiled Laws (the "Cooperation Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

WHEREAS, The Parties desire to enter into an interlocal agreement to further improve Fire Services whereby Dearborn and Ann Arbor may provide certain fire vehicles upon its need and request; and

WHEREAS, each Party has the authority to execute this Agreement pursuant to ordinance or resolution of its governing body; and

WHEREAS, each Party desires to commit equipment to another Party upon the request of another Party, subject to the conditions indicated below.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth in this Agreement, and the background facts presented above, it is hereby agreed as follows:

**SECTION ONE
TERMS AND DURATION OF THE AGREEMENT**

1. This Agreement shall begin on 07/25/2023.
2. This Agreement shall remain in place for two years and may be renewed for an additional two-year term upon mutual agreement of the Parties. Either party may withdraw from this Agreement at any time upon thirty (30) days written notice to the other party.

SECTION TWO
SCOPE OF SERVICES

1. Dearborn and Ann Arbor agree to lend to each other front line fire vehicles on a temporary basis in accordance with the terms of this Agreement. "Front line fire vehicles" is limited to all vehicles designed primarily for firefighting operations, special event vehicles and transport ambulances ("Vehicles"). All Vehicles shall be in operational condition and have had a Department of Transportation inspection and pump test (if applicable) within the last year. Transport ambulances must be currently licensed to at least the basic life support level. Only those Vehicles which a Party considers capable of placing into operational service for its own jurisdiction may be loaned to the other jurisdiction.
2. The Parties agree that all Vehicles must be primarily available for its jurisdiction's use first. Therefore, Vehicles will only be available whenever not in use by the lending jurisdiction.
3. Each municipality has the right to initiate a request for a Vehicle by contacting the other municipality's Fire Chief or appropriate designee as stated in Section Five. The Parties agree that initiating a request for a Vehicle does not guarantee a Vehicle will be provided by the other municipality. Confirmation of a request to use a Vehicle at a future date may be revoked by the loaning Party if a need arises for use of the Vehicle by the loaning municipality.
4. The Parties agree that they shall in no way be liable to the other municipality for failure or the inability to provide the requested Vehicle.

SECTION THREE
INDEMNITY

To the fullest extent permitted by law, Ann Arbor agrees to indemnify, defend, and hold harmless Dearborn from any and all claims, suits, demands, judgments, liens, or causes of action made against Dearborn, its elected and appointed officials, officers, employees, agents, representatives, or volunteers, for the actions of Ann Arbor's elected and appointed officials, officers, employees, agents, representatives, or volunteers arising from or in connection with the performance of this Agreement.

To the fullest extent permitted by law, Dearborn agrees to indemnify, defend, and hold harmless Ann Arbor from any and all claims, suits, demands, judgments, liens, or causes of action made against Ann Arbor, its elected and appointed officials, officers, employees, agents, representatives, or volunteers, for the actions of Dearborn's elected and appointed officials, officers, employees, agents, representatives, or volunteers arising from or in connection with the performance of this Agreement.

This section is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have, including, but not limited to, governmental immunity. The indemnity provisions set forth herein shall survive the termination of this Agreement.

SECTION FOUR **INSURANCE**

Ann Arbor shall provide and keep in force during the term of this Agreement, the following types of insurance in not less than the amounts indicated below:

- A. Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- B. Motor Vehicle Liability Insurance: Motor Vehicle Liability Insurance for all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Dearborn shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- C. Additional Insured: The certificate must contain, as an endorsement, additional insured language in favor of Dearborn and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by Dearborn.

Endorsement: The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of Dearborn except upon a judicial determination of willful or ordinary or gross negligence by Dearborn's officers, agents, and/or employees.

- D. Excess/Umbrella Coverage: Excess/Umbrella coverage providing excess over the afforded general liability and automobile liability for limits not less than \$5,000,000 per occurrence.

The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of Dearborn.

- E. Cancellation Clause: Cancellation clause shall state not less than thirty (30) days after notice of cancellation is received by Dearborn.

Dearborn shall provide and keep in force during the term of this Agreement, the following types of insurance in not less than the amounts indicated below:

- A. Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- B. Motor Vehicle Liability Insurance: Motor Vehicle Liability Insurance for all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- C. Additional Insured: The certificate must contain, as an endorsement, additional insured language in favor of Ann Arbor and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by Ann Arbor.

Endorsement: The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of Ann Arbor except upon a judicial determination of willful or ordinary or gross negligence by Ann Arbor's officers, agents, and/or employees.

- D. Excess/Umbrella Coverage: Excess/Umbrella coverage providing excess over the afforded general liability and automobile liability for limits not less than \$5,000,000 per occurrence.

The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of Ann Arbor.

- E. Cancellation Clause: Cancellation clause shall state not less than thirty (30) days after notice of cancellation is received by Ann Arbor.

SECTION FIVE
NOTICES

Each party to this Agreement shall designate one or more representatives who shall be responsible for the administration of this Agreement. Notices or communications required or permitted to be given under this Agreement shall be in writing and delivered in person or sent to the respective parties by certified mail, return receipt requested, at the address shown below, unless a party otherwise designates in writing. Notices or communications shall be deemed effective when received.

For purposes of securing a temporary loan of a Vehicle, a Party shall contact the loaning Party via email, indicating what Vehicle is needed and for which dates. The loaning Party shall respond promptly via email confirming or denying the request, based on availability of the loaning Party's Vehicles.

CITY OF DEARBORN:

Joseph Murray, (or successor)
Fire Chief, City of Dearborn
3750 Greenfield
Dearborn, MI 48120
313.943.2841
josephmurray@dearborn.gov

CITY OF ANN ARBOR:

Mike Kennedy (or successor)
Fire Chief, City of Ann Arbor
301 E. Huron
Ann Arbor, MI 48104
734.794.6961
mkennedy@a2gov.org

SECTION SIX
OBLIGATIONS TO NON-PARTIES

This Agreement shall not release any Party from any other obligations or agreements such Party may have with any individual or legal entity relating to fire services who is not a Party to this Agreement.

SECTION SEVEN
INTEGRATION AND BINDING EFFECT

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof; further, this Agreement shall supersede and/or replace any oral or written agreement(s) relating to this subject matter entered into by the Parties before the date of this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor entity, which may assume the obligations of any Party hereto.

SECTION EIGHT
VALIDITY, HEADERS, AND DATES

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

The section and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

SECTION NINE
GOVERNING LAW

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 3rd Judicial Circuit Court, Wayne County, Michigan where jurisdiction and venue are proper.

This Agreement is not intended to increase or decrease either party's liability or immunity from tort claims and neither party waives any governmental immunity to which it may be entitled by statutory or common law or otherwise.

SECTION TEN
EXECUTION IN COUNTERPARTS

This Agreement may be executed electronically in PDF and in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION ELEVEN
AMENDMENTS AND ASSIGNMENTS

This Agreement may only be amended in writing by duly authorized consent of the Parties hereto. This Agreement may not be assigned nor sublet in whole or in part by any Party without the prior written consent of the other Party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to either Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over and against any Party to this Agreement.

SECTION TWELVE
WAIVER

The waiver by any Party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

SECTION THIRTEEN
INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Neither Party has the authority to execute any contract or agreement on behalf of the other Party, and is not granted any authority to assume or create any obligation or liability on the other Party's behalf, or to bind the other Party in any way.

SECTION FOURTEEN
COMPENSATION

The primary need giving rise to this Agreement is Ann Arbor's lack of a reserve front-line ambulance. Ann Arbor will be assessed \$250.00 per calendar day that an ambulance is loaned. If the ambulance is dropped off prior to 12:00 PM, the rate will not be assessed for the day.

SECTION FIFTEEN
SEVERABILITY

If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

The undersigned hereby has adopted, and subscribes to and approves this Agreement:

FOR THE CITY OF DEARBORN:

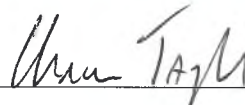
By 

Printed Name Abdullah Hammad

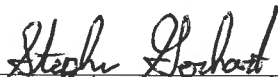
Date 07-25-2023

C.R. No. 6-280-23

FOR THE CITY OF ANN ARBOR

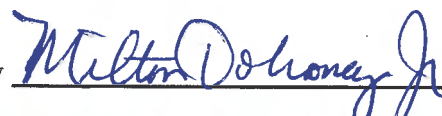
By 

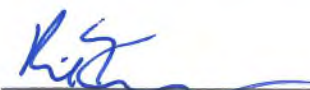
Christopher Taylor, Mayor

By 
Stephen Gerhart, Chief Deputy City Clerk on Behalf of Jacqueline
Jacqueline Beaudry, City Clerk Beaudry, City Clerk

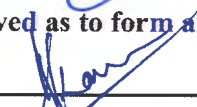
This 28 day of August, 2023

Approved as to substance

By 
Milton Dohoney Jr., City Administrator


Mike Kennedy, Fire Chief

Approved as to form and content


Atleen Kaur, City Attorney