

**SUPPLEMENTAL FIRE SERVICES AGREEMENT**  
**Between**  
**THE CITY OF ANN ARBOR**  
**And**  
**THE REGENTS OF THE UNIVERSITY OF MICHIGAN**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and The Regents of the University of Michigan ("University"), a Michigan constitutional corporation with its address at 500 S. State Street, Ann Arbor, MI 48109, together the "parties."

Whereas, the parties wish to enter into this Agreement to describe and clarify the provision of Supplemental Fire Services from the City of Ann Arbor to the Regents of the University of Michigan for an athletic or planned event external to the State of Michigan Public Act 289 of 1977 - Fire Protection Services for State Facilities.

**I. DEFINITIONS**

Administering Service Area/Unit means the City's Fire Department.

Contract Administrator means Fire Chief Mike Kennedy, acting personally or through any designees.

The University of Michigan - Department of Environment, Health & Safety (**EHS**) is the delegated authority having jurisdiction for fire safety on University owned properties, and as such is responsible for application and implementation of fire and life safety codes applicable to University facilities and operations.

The University of Michigan - Division of Public Safety and Security (**DPSS**) encompasses all police, emergency management, safety, and security functions on the University of Michigan Ann Arbor campus. The Division is comprised of the University of Michigan Police Department, Michigan Medicine Security, Housing Security and Safety Services, Emergency Management, Dispatch Services and University Security Services.

**II. DURATION**

This agreement shall commence on September 1, 2019 ("Commencement Date"). This Agreement shall remain in effect until August 31, 2024. This agreement may at the end of the initial term be renewed for one (1) additional five (5) year term upon written agreement of the parties.

**III. SCHEDULING**

DPSS in consult and coordination with EHS shall contact the City's Fire Chief or designee when supplemental fire services are requested for an athletic or planned event. The City's ability to provide assistance shall depend upon existing emergency conditions within the City and the availability of personnel and resources. All attempts for advanced scheduling will be exercised by DPSS following consult and coordination with EHS.

The Washtenaw County Hazardous Materials Response Team operates under the authority and supervision of the Fire Department. Requests for the Washtenaw County Hazardous Materials Response Team shall be coordinated through the Fire Chief or designee.

**IV. COSTS**

Whenever supplemental fire services are requested, the University will reimburse the City for actual personnel and other costs incurred in accordance with a Schedule of Costs, which is attached hereto as Exhibit A. Annually by July 1st, the City will provide the University with an updated Schedule of Costs. This Schedule of Costs shall be considered effective, and replace the then current Schedule of Costs in this Agreement, unless the University protests such Schedule within fifteen (15) days through written objection to the City in accord with Article IX of this agreement. In the event of such objection, the City and the University shall work together in good faith to establish a mutually agreeable Schedule of Costs, which (upon such mutual agreement) shall be retroactive until the July 1 date.

Reimbursement payments are due and payable within thirty (30) days of receipt by the University of an invoice from the City. Should the University wish to dispute any portion of the bill, it must do so in writing within the ten (10) business days of receipt of the bill addressed to the attention of the Fire Chief. Failure to file a dispute within the ten (10) day period waives the right to dispute that bill. City shall respond within fourteen (14) days to properly noticed billing disputes.

The City shall be responsible for and maintain appropriate insurance coverages and amounts at all times during the term of this agreement, including, without limitation, workers compensation and general liability insurance for its personnel and vehicles.

**V. AUTHORITY**

The Fire Department maintains authority having jurisdiction as defined under State of Michigan Public Act 207 of 1941 – Fire Prevention Code. When supplemental fire services are provided under this agreement, the Fire Department shall coordinate planning, logistics, and response with DPSS and EHS utilizing the National Incident Management System (NIMS) as outlined by the Federal Emergency Management Agency.

**VI. COMPLAINTS**

Each party will investigate citizen complaints made against its own personnel. Citizen complaints involving personnel from both parties during the same athletic or planned event will be investigated independently by each party with regard to the specific allegations made against its own personnel. To the extent allowable by law, the parties agree to cooperate in sharing information regarding the conduct of the other party's personnel to allow for a full and complete response to a complaint whenever appropriate.

**VII. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
  
- B. The City or University may terminate this Agreement, on at least ninety (90) days

advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to either party.

**VIII. REMEDIES**

- A. 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 parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently effect its right to require strict performance of this Agreement.

**IX. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the UNIVERSITY, it shall be addressed and sent to:

University of Michigan, Environmental, Health, and Safety  
ATTN: Fire Marshal  
1239 Kipke Drive  
Ann Arbor, MI 48109-1010

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
ATTN: Fire Chief  
111 North Fifth Avenue  
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3rd Floor  
Ann Arbor, Michigan 48104

**X. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law.

**XI. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

**XII. INDEMNIFICATION**

Except to the extent limited by applicable law, each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents, and student (if University) from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity. The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim.

**XIII. EXTENT OF AGREEMENT**

This Agreement constitutes the entire understanding between the City and the University with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**XIV. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original

signature had been delivered to the other party.

**XV. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN** <sup>THE</sup> **FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Henry Baier, AVP Facilities & Operations

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Service Area Administrator Type Name

By \_\_\_\_\_  
Howard S. Lazarus, City Administrator

**Approved as to form and content**

By \_\_\_\_\_  
Stephen K. Postema, City Attorney

**EXHIBIT A – SCHEDULE OF COSTS**  
**Effective July 1, 2019 through June 30, 2020**

**Ann Arbor Fire Department FY20 Rates**  
**All rates includes benefits and administration.**

	Per Hour		Overtime ½ Rate	
	FY19	FY20	FY19	FY20
Firefighter	58.07	56.28	66.68	65.92
Driver/Operator	71.33	72.47	81.87	84.92
Lieutenant	76.36	81.87	87.76	95.88
Asst Trng Off/EMS Coord	99.49	80.85	115.14	94.57
Captain	83.63	88.04	96.11	103.46
Battalion Chief	88.90	92.76	101.89	108.67
Inspector	108.71	106.92	124.40	125.40
Battalion Chief/Trng Off	105.08	110.16	121.87	130.54
Marshal	107.97	111.92	125.35	132.70
Assistant Chief	132.42	128.11	151.70	150.25

The quick response all-terrain vehicle will be in-service for the designated annual term.

**Billing:**

AAFD shall provide a detailed invoice for each staffing request from the Division of Public Safety and Security or Michigan Athletics.