

A RESOLUTION AUTHORIZING THE CHAIR OF THE BOARD TO SIGN THE SOUTHEAST MICHIGAN MUTUAL AID AGREEMENT BETWEEN THE COUNTIES OF MACOMB, MONROE, OAKLAND, SAINT CLAIR, WASHTENAW, AND WAYNE, TO ALLOW LOCAL UNITS OF GOVERNMENT TO JOIN THE MUTUAL AID AGREEMENT.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

OCTOBER 3, 2007

WHEREAS, The Board of Commissioners adopted Resolution #05-0145 to enter into "The Mutual Aid Agreement Between the Counties of Macomb, Monroe, Oakland, Saint Clair, Washtenaw and Wayne" which established a disaster response mutual assistance framework on September 7, 2005, and

WHEREAS, Southeast Michigan's local units of government possess an enormous disaster response capability that could go unutilized and leave Washtenaw County citizens waiting for state and federal assets to arrive, and

WHEREAS, This response delay could cost many lives and create suffering, and

WHEREAS, The Emergency Management and Homeland Security Directors from the Counties of Macomb, Monroe, Oakland, Saint Clair, Washtenaw and Wayne have held discussions with representatives from local units of government located within Southeast Michigan and have determined that expanding the existing mutual aid agreement to include these municipalities, upon their adoption, would be beneficial to the entire region, and

WHEREAS, A formal mutual aid agreement with other jurisdictions would meet federal requirements for the reimbursement of outside agencies who respond to assist during declared emergencies and disasters, allaying the concern about incurring unrecoverable costs when responding to a disaster in another jurisdiction, and

WHEREAS, Oakland County's Office of Corporation Counsel has updated the mutual aid agreement with language that allows all local units of government to join the mutual aid pact, and

WHEREAS, This new agreement would extend the standard procedure established in 2005 by all six counties in Southeast Michigan to our local governments when requesting outside assistance, and allow Washtenaw County to receive reimbursement funding if called to the aid of another mutual aid jurisdiction, and

WHEREAS, The Southeast Michigan Regional Homeland Security Board has recommended adoption of these changes to enhance our overall response capacity and capability

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby rescinds Resolution #05-0145, adopted on September 7, 2005, and directs the Washtenaw County Director of Emergency Management and Homeland Security to notify the Counties of Macomb, Monroe, Oakland, Saint Clair, and Wayne that Washtenaw County is no longer a party to the original mutual aid agreement, pursuant to Section 14 of that agreement.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners authorizes the Chair of the Board to sign the new Southeast Michigan Mutual Aid Agreement, as on file with the County Clerk.

SOUTHEAST MICHIGAN MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (“Agreement”) is entered into by and among the entities (“Participating Agencies”) that execute this Agreement.

Section 1 Introduction and Purpose

1. Pursuant to the Michigan Emergency Management Act, 1976 PA 390, MCL 30.401 *et seq.*, (“Act 390”) counties and municipalities are authorized to enter into mutual aid agreements with other counties, municipalities, public agencies, federally recognized tribal nations, or private sector agencies for the purpose of providing assistance during a Disaster or Emergency.
2. The Participating Agencies have established emergency management programs pursuant to Act 390.
3. Pursuant to Act 390, the Participating Agencies have developed and executed Emergency Plans.
4. The purpose of this Agreement is to establish a formal relationship between the Participating Agencies for mutual aid in the prevention of, response to, and recovery from any Disaster, Emergency, or Emergency Situation. To help achieve this purpose, the Participating Agencies, whenever possible, shall cooperate to conduct Disaster or Emergency training exercises or other testing activities outside of an actual Disaster, Emergency, or Emergency Situation. During a Disaster, Emergency, or Emergency Situation, the response capabilities of any one Participating Agency may be exceeded. By taking the proactive step of participating in this Agreement, the Participating Agencies will be better prepared to serve its citizens and provide for the public health and public safety of residents in Southeast Michigan.

The Participating Agencies agree to the following terms and conditions:

Section 2 Definitions

As used in this Agreement, the following terms, whether capitalized or not, shall have the following meanings:

- A. **"Chief Executive Official"** means Chief Executive Official as defined by the Emergency Management Act, 1976 PA 390, MCL 30.401, *et seq.*
- B. **"Disaster"** means disaster as defined by Emergency Management Act, 1976 PA 390, MCL 30.401, *et seq.*
- C. **"Emergency"** means emergency as defined by Emergency Management Act, 1976 PA 390, MCL 30.401, *et seq.*
- D. **"Emergency Management"** means those efforts made to prepare for, respond to, mitigate, and recover from a Disaster, Emergency, or an Emergency Situation.

E. "Emergency Management Coordinator" means emergency management coordinator as defined by Emergency Management Act, 1976 PA 390, MCL 30.401, *et seq.*

F. "Emergency Plan" means the emergency operations plan or the emergency action guidelines or similar titled plan that is developed and maintained, pursuant to Act 390, by each Participating Agency for the purpose of organizing and coordinating emergency management activities.

G. "Emergency Service Forces" means the employees, equipment, facilities, and/or supplies and materials of Participating Agencies and/or private and volunteer personnel or other persons or groups having duties or responsibilities under Act 390.

H. "Emergency Situation" means any situation requiring emergency actions of a lesser nature than a Disaster or Emergency including, but not limited to, civil disturbances, labor strikes, sporting events, special events, visits by national or international dignitaries, and buildup activities prior to an actual Disaster or Emergency.

I. "Local State of Emergency" means Local State of Emergency as defined by Emergency Management Act, 1976 PA 390, MCL 30.401, *et seq.*

J. "Major Disaster Declaration" refers to a designation by the President of the United States under the provisions of Public Law 93-288, upon the request of the Governor that a disaster of major proportions has occurred and is beyond the capabilities of state, county, and/or local resources to mitigate.

K. "Participating Agency" means the legal entities that are signatories to this Agreement.

L. "State of Disaster" means State of Disaster as defined by Emergency Management Act, 1976 PA 390, MCL 30.401, *et seq.*

M. "State of Emergency" means State of Emergency as defined by Emergency Management Act, 1976 PA 390, MCL 30.401, *et seq.*

Section 3 Request for Assistance

A. When a Participating Agency either becomes affected by or is under imminent threat of a Disaster, Emergency, or Emergency Situation, the Chief Executive Official or his/her designee may invoke this Agreement by communicating a request for assistance by any practicable means to the Chief Executive Official or his/her designee of another Participating Agency. Upon execution of this Agreement, a Participating Agency shall provide the other Participating Agencies with notice, as required in Section 12, of the name and contact information of their Chief Executive Official or his/her designee.

B. As soon as practicable, after the request for assistance is made, it shall be placed in writing and contain the following information, if known: (1) general description of damage and/or harm sustained and/or threatened; (2) identification of Emergency Service Forces that are requested (e.g. the amount and type of personnel, materials and supplies,

and equipment that are requested) and the particular type of assistance needed; and (3) a proposed time and place for the assisting and requesting Participating Agencies to coordinate activities and resources.

C. The Chief Executive Official or his/her designee receiving the request for assistance shall as soon as possible communicate its ability to provide the requested assistance. A Participating Agency shall use its best efforts to render all reasonably available assistance when requested under this Agreement.

D. If Emergency Service Forces are committed under this Agreement and are subsequently needed in their own jurisdiction, upon request of the Chief Executive Official or his/her designee of the assisting Participating Agency, those committed Emergency Service Forces shall be released under this Agreement.

Section 4 Emergency Service Forces

A. Emergency Services Forces available under this Agreement may include the following:

Communications	Fire Services
Radiological Defense	Damage Assessment
Health Services	Law Enforcement
Public Information	Public Works
Human Services	Emergency Equipment and Supplies
Emergency Management Personnel	

B. During the period of assistance, employees of the assisting Participating Agencies shall remain employees of their respective agencies while performing under this Agreement.

C. The personnel, equipment, materials, and supplies of any assisting Participating Agency shall be under the operational control of the Incident Commander or the requesting Participating Agency (whichever is applicable). Direct supervision and control of said personnel, equipment, materials, and supplies shall remain with the designated supervisory personnel of the assisting Participating Agency.

D. Unless otherwise agreed by the Participating Agencies, the requesting Participating Agency shall have the responsibility of providing food and housing for the personnel of the assisting Participating Agency if necessary. However to the greatest extent possible, assisting personnel should be self-sufficient for operations in areas stricken by a Disaster, Emergency, or Emergency Situation. The requesting Participating Agency may specify only self-sufficient personnel in its request for assistance.

Section 5 Expenditure of Funds/Reimbursement

Reimbursement for costs and/or fees associated with assistance provided under this Agreement shall be in accordance with the following provision, unless otherwise mutually agreed to in writing by the requesting and assisting Participating Agencies.

A. Each assisting Participating Agency shall maintain records of the expenditures incurred by it when providing assistance under this Agreement to a requesting Participating Agency.

B. During the period of assistance, the assisting Participating Agency shall continue to pay its employees according to its prevailing ordinances, resolutions, rules, contracts and/or regulations. The requesting Participating Agency shall reimburse the assisting Participating Agency for all direct and indirect payroll costs and expenses during the period of assistance, including but not limited to, employee travel expenses, employee benefits, and employee pensions. Volunteers shall not be reimbursed for labor while performing.

C. The assisting Participating Agency shall be reimbursed for all materials and supplies used and/or damaged by the requesting Participating Agency during the period of assistance. The measure of reimbursement for materials and supplies shall be governed by 44 CFR 206.228. As an alternative, the requesting Participating Agency may replace used or damaged materials and supplies with like kind and quality if approved by the assisting Participating Agency in writing.

D. The assisting Participating Agency shall be reimbursed by the requesting Participating Agency for use of equipment during the period of assistance according to the applicable pre-established local or state hourly rates or the current Schedule of Equipment rates published by the Federal Emergency Management Agency ("FEMA"). Each assisting Participating Agency shall pay for all repairs to its equipment, as deemed necessary by its on-site supervisor(s), in order to maintain the equipment in safe operating condition. Upon request of the assisting Participating Agency, and if practical, the requesting Participating Agency may provide fuel, miscellaneous supplies, and minor repairs for the equipment.

E. The assisting Participating Agency shall invoice the requesting Participating Agency for all expenditures incurred in providing assistance under this Agreement as soon as practicable after the expenses are incurred. The invoice shall be reduced by the value of the fuel, miscellaneous supplies, and minor repairs made by the requesting Participating Agency to the equipment and by the amount of insurance proceeds received by the assisting Participating Agency for equipment damaged as a result of providing assistance under this Agreement. The requesting Participating Agency shall pay the invoice as soon as practicable.

Section 6 Liability and Insurance

A. Each Participating Agency shall be responsible for its own acts, the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

B. 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 any Participating Agency.

C. Each Participating Agency, whether requesting assistance or providing assistance

under this Agreement, shall bear the risk of its own actions and determine itself what kinds and amounts of insurance it should carry.

Section 7 Other Mutual Aid Agreements

A. This Agreement does not preclude a Participating Agency from participating in other mutual aid or reciprocal aid agreements, nor does it affect any other agreement to which the Participating Agency may currently be a party to, or decide to be a party to.

B. A Participating Agency or Participating Agencies may enact the Michigan Emergency Management Assistance Compact (“MEMAC”) at anytime.

Section 8 Non-Discrimination Clause

The Participating Agencies agree that they will not discriminate on the basis of race, color, national origin, religion, age, gender, height, weight, marital status, or handicap in the performance of services under this Agreement.

Section 9 Severability

If any portion of this Agreement is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

Section 10 Effective Date and Term of Agreement

This Agreement shall be effective between the signatories of this Agreement upon the date each signatory executes this Agreement. This Agreement shall continue until terminated as provided in Section 11.

Section 11 Termination

A Participating Agency may terminate its participation in this Agreement upon thirty (30) days written notice to the other Participating Agencies. This Agreement shall remain in effect between the remaining Participating Agencies to this Agreement.

Section 12 Notices

Notices required under this Agreement shall be in writing and sent to the attention of the Chief Executive Official of the Participating Agencies and the Emergency Management Coordinator for the Participating Agency.

Section 13 Amendment

This Agreement may only be modified or amended by a subsequent written agreement executed by the Participating Agencies.

Section 14 Whole Agreement

This Agreement constitutes the complete expression of the agreement between the

Participating Agencies. Any prior agreements or understandings on the matters addressed in this Agreement are hereby rescinded, revoked, or terminated.

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

Date

By: _____
Macomb County Board of Commissioners,
Chairperson

Date

By: _____
Macomb County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

Date
Chairperson

By:_____
Monroe County Board of Commissioners,

Date

By:_____
Monroe County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

Date
Chairperson

By: _____
Oakland County Board of Commissioners,

Date

By: _____
Oakland County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

Date
Chairperson

By: _____
St. Clair County Board of Commissioners,

Date

By: _____
St. Clair County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

Date
Board of Commissioners, Chairperson

By: _____
Washtenaw County

Date

By: _____
Washtenaw County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

Date
Chairperson

By: _____
Wayne County Board of Commissioners,

Date

By: _____
Wayne County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

Date

By: _____
City of Detroit

Date

By: _____
Detroit City Clerk