COUNTY ADMINISTRATOR
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TO: Barbara Levin Bergman
Chair, Ways & Means Committee

THROUGH: Robert E. Guenzel
County Administrator

FROM: Marc C. Breckenridge, Director
Emergency Management & Homeland Security

DATE: September 19, 2007

SUBJECT: Updated Mutual Aid agreement with Southeast Michigan Communities

Board Action Requested:
It is requested the Board of Commissioners authorize the Chair of the Board to sign the updated 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.

Background:
Over the past eight years, significant demands have been placed on the federal disaster response system. Such emergencies include the response to the attacks of September 11, consecutive land falling hurricanes along coastal regions, and flooding and tornadoes in the Midwest. To complicate the nation's disaster response efforts, many National Guard units (which are usually available to State Governors for use during catastrophic events) have been deployed overseas. It has become painfully clear to all Emergency Managers that our federal response capability has been, and will likely continue to be, exhausted.

Without an adopted mutual aid agreement with other units of government, many of the robust capabilities in the Metro Detroit region could go unutilized and leave Washtenaw County citizens waiting for limited state and depleted federal assets to arrive. This delay could easily cost lives and create suffering. Our Southeast Michigan partners agreed, and identified the following key issues:

- All jurisdictions are concerned about being reimbursed for a response into a neighboring jurisdiction. With every jurisdiction experiencing significant budget challenges, paying for the costs of a disaster response into a separate jurisdiction would be difficult to justify.

- Each jurisdiction must have the right to refuse to respond. This provision is essential, so that a jurisdiction could decline to assist due to existing local emergency resource demands or staffing issues.

- Enhanced disaster assistance funding from the Federal Emergency Management Agency is available to mutual aid jurisdictions for declared emergencies and disasters, provided that an agreement exists between the parties prior to the disaster.

Accordingly, the Emergency Managers from all six Southeast Michigan counties developed an agreement that incorporated these concerns. On September 7, 2005, the Washtenaw County Board of Commissioners adopted the agreement under Resolution #05-0145. The other five counties also adopted the agreement the same year. There have been no formal mutual aid activations or requests under this agreement since it was adopted.

Discussion:
Earlier this year, Southeast Michigan's emergency management and homeland security leadership determined that it would be beneficial to expand the existing aid agreement to include local units of government in order to increase the asset base available during any significant emergency in the region. Minor language changes to the existing mutual aid agreement were made by Oakland County's Office of Corporation Counsel to allow all local units of government to join the mutual aid pact. There have been no other substantial changes made to the original agreement.

This mutual aid concept continues to be simple and straightforward. If any mutual aid jurisdiction is devastated by a disaster and needs immediate assistance, the chief executive of the affected jurisdiction may ask a neighboring mutual aid jurisdiction for assistance. The unit of government being solicited for assistance may agree to provide the assistance requested, or to decline the request if unable to reasonably assist due to pre-existing resource demands or emergencies occurring within our own jurisdiction, for example. In this case, another jurisdiction would be asked to assist.

Costs incurred by the assisting jurisdiction would be invoiced to the requesting jurisdiction. The requesting party would submit both internal and external costs to the Federal Emergency Management Agency, who would provide reimbursement under standard disaster assistance procedures. The affected jurisdiction would then reimburse the assisting jurisdiction.

Washtenaw County's citizens would benefit from including local units of government by having a significantly increased pool of response resources nearby that can respond quickly when needed, and those additional mutual aid organizations can be assured that federal reimbursement funding would be readily available during declared disasters. Conversely, Washtenaw County would also have this reimbursement funding available if we ever responded to the aid of another mutual aid jurisdiction.

Impact on Human Resources:
None.

Impact on Budget:
Pursuant to Federal Emergency Management Agency disaster assistance policy, providing that an executed mutual aid agreement exists, reimbursement funding of 75% to 100% of incurred costs will be made available to the affected jurisdiction for all applicable mutual aid response charges during a declared disaster. Detailed invoices would be submitted by the assisting jurisdiction, and paid by the requesting jurisdiction within six months of receipt.

Impact on Indirect Costs:
None.

Impact on Other County Departments or Outside Agencies:
None.

Conformity to County Policies:
The proposed request is consistent with county policy and with the existing emergency

management resolution.

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 <u>Request for Assistance</u>

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 <u>Liability and Insurance</u>

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:

_____	By:_____
Date	Macomb County Board of Commissioners, Chairperson
_____	By:_____
Date	Macomb County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

_____	By:_____
Date	Monroe County Board of Commissioners,
Chairperson	
_____	By:_____
Date	Monroe County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

_____	By:_____
Date	Oakland County Board of Commissioners,
Chairperson	
_____	By:_____
Date	Oakland County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

_____	By:_____
Date	St. Clair County Board of Commissioners,
Chairperson	
_____	By:_____
Date	St. Clair County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

_____	By:_____
Date	Washtenaw County
Board of Commissioners, Chairperson	
_____	By:_____
Date	Washtenaw County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

_____	By:_____
Date	Wayne County Board of Commissioners,
Chairperson	
_____	By:_____
Date	Wayne County Clerk

IN WITNESS WHEREOF, the parties hereunto affix their signatures:

_____	By:_____
Date	City of Detroit
_____	By:_____
Date	Detroit City Clerk