

**MONTCALM COUNTY
AREA PUBLIC WORKS MUTUAL AID
AGREEMENT**

Dennis Bartlett, Edmore Public Works

Date

Mike Chesher, Greenville Public Works

Date

Dan Curtis, Carson City Public Works

Date

Kevin Loomis, Crystal Sewer District

Date

Roger Gooding, Crystal Public Works

Date

Gary Jensen, Lakeview Public Works

Date

Anthony Stratton, McBride Public Works

Date

Doug Lane, Sheridan Public Works

Date

Jeff Main, Stanton Public Works

Date

Randy Stearns, Montcalm County Road Commission

Date

Michael Van Wagner, Howard City Public Works

Date

Donald Cooper, Montcalm County Drain Commission

Date

Bill Fifield, Pierson Public Works

Date

MONTCALM COUNTY AREA PUBLIC WORKS MUTUAL AID PROGRAM
Mutual Aid and Assistance Agreement

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

WHEREAS, the State of Michigan is geographically vulnerable to a variety of natural weather events; and

WHEREAS, MCL 30.410(2) permits municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreement's intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient utilization of resources in the West Michigan area; and

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

WHEREAS, MCL 30.410(2) allows municipalities entering into mutual aid and assistance agreements to include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

SECTION I: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

- A. "*Agreement*" means this document, the Montcalm County Area Mutual Aid Program Agreement.
- B. "*Aid and assistance*" includes personnel, equipment, facilities, services, supplies, and other resources.
- C. "*Authorized Representative*" means a party's employee, who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)
- D. "*Mutual Aid Resource List*" means the list of Providers, equipment, and personnel maintained by the Montcalm County Area Mutual Aid group.

E. “Party” means a governmental entity, which has adopted and executed this Agreement.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE OF ALL PARTIES;
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

- A. As this is a reciprocal contact, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party’s foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.
- B. Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. The parties fully recognize that there is a highly beneficial reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE

When Recipient deems its resources inadequate, it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this mutual aid agreement. We have a verbal agreement with Montcalm County’s Specialized Emergency Rescue Team (S.E.R.T). All requests for mutual aid and/or S.E.R.T. assistance shall be transmitted as set forth below.

- A. *METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE*: Recipient shall directly contact Provider’s authorized representative, setting forth the information in paragraph B of this Section (Section IV). All communications shall be conducted directly between Recipient and provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement.
- B. *REQUIRED INFORMATION*: Each request for assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:
(See Exhibit A)
- (1) Area and Status: A general description of the area requiring assistance.
 - (2) Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed.
- C. *STATE AND FEDERAL ASSISTANCE*: If the severity of the emergency is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate state agencies or coordinating requests for state and/or federal assistance.

SECTION IV: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response. Provider's acknowledgement shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient;
- (3) The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to the "Supervision and Control" section [Section V] of this Agreement).

SECTION V: SUPERVISION AND CONTROL

- A. Provider shall designate a lead person, as necessary, among any employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisory personnel and Recipient.

Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall:

- (1) Have the authority to assign work and establish work schedules for Provider's personnel. Further, direct supervision and control of Provider's personnel, equipment, and other resources shall remain with Provider's supervisory personnel. Provider shall be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
- (2) Maintain daily personnel time records, material records, a log of equipment hours, and other expenses;
- (3) Shall report work progress to Recipient at mutually agreed upon intervals.

SECTION VI: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

- A. The duration of Provider's assistance shall be for the period requested, starting from the time of arrival. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient.
- B. As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of its (Provider's) intent to terminate portions or all assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII: COST DOCUMENTATION

- A. *Personnel* - Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.). Provider shall be reimbursed for wages and benefit package.
- B. *Expense* – Provider shall be reimbursed for travel time to and from Recipients designation area.
- C. *Equipment* – Provider shall document the use of its equipment during the period of assistance. Provider shall be reimbursed at the Providers MDOT approved "Schedule C" rates.
- D. *Materials and Supplies* – Provider shall document and replace all materials and supplies furnished by it and used or damaged during the period of assistance.
- E. *Overhead* - Provider shall be reimbursed at the Providers MDOT approved overhead rate.
- F. *Billing Sheet*- Both parties must sign an equipment log stating the item that is being used, date/time of equipment being issued, date/time of equipment being returned, and signatures of both parties involved.

SECTION VIII: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.

SECTION X: IMMUNITY

Pursuant to (appropriate Michigan statute numbers), all activities performed under this Agreement are hereby declared to be governmental functions and liability of both Provider and Recipient shall be governed by (appropriate Michigan statute numbers).

SECTION XI: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or emissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION XII: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this agreement shall be renewed in subsequent years.

SECTION XIII: HEADINGS

The headings of various sections and subsections of this agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV: SEVERABILITY – EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentences(s), provisions(s), paragraphs(s), or other part(s) invalidated.

SECTION XV: GOVERNING BODY RESOLUTION

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

SECTION XVI: TERM AND TERMINATION

The initial term of this Agreement shall be one (1) year, which shall commence on the Effective Date. This Agreement shall automatically renew on each subsequent year for a one-year term. If a Party chooses to terminate the agreement, the Authorized Representative shall deliver a written Notice of Termination, at least thirty (30) days prior to the expiration of the current term, to all other Parties participating in the Agreement.

IN WITNESS WHEREOF, each of the parties have caused this Montcalm County Area Public Works Mutual Aid Program Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

WITNESS: _____ BY: _____

Printed Name: _____

Title: _____

Municipal Government Unit: _____

Date: _____

DULY AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Pager: _____

After Hours: _____