

Interlocal Agreement

for the

Washtenaw Area Mutual Aid Council

(WAMAC)

This Washtenaw Area Mutual Aid Council Interlocal Agreement (“Agreement”) is entered into, by and among the [ENTER PARTY NAMES HERE].

The governmental entities who are members to this Agreement may be referred to collectively as the (“Parties”) and individually as a (“Party”).

WHEREAS, this Interlocal Agreement is for the governmental units which are Parties hereto to join together to establish the Washtenaw Area Mutual Aid Council for the purposes set forth herein pursuant to and under the authority of the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, as amended; the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of the Public Acts of 1951, as amended, and the Joint Public Buildings Act, Act 150 of the Public Acts of 1923, as amended.

IT IS AGREED AS FOLLOWS:

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the Washtenaw Area Mutual Aid Council (“WAMAC” or “the Council” herein) to meet the needs of all Washtenaw County and nearby fire departments and provide for the purchase and ownership of equipment, property, buildings, and apparatus, payment of obligations and the hiring of necessary staff. The activities and services to be provided shall include, but are not limited to, the joint ownership and operation of equipment, and the standardization of policies amongst the governmental units, which are parties hereto, which policies will afford and promote effective fire and rescue services within the governmental entities which are parties to this agreement.

Additionally, WAMAC shall oversee and be responsible for a Technical Rescue Team, a Swift Water Rescue Team and any future specialized county fire rescue team (collectively, “Technical Response” team or teams) that is made up of shared public resources and which are public safety first responders ~~under Michigan law~~. WAMAC can and may collect fees and donations to support specialt~~ized~~ teams, conduct training and sponsor events, and will act as the fiduciary for the specialt~~ized~~ teams, related training, and sponsoring fire events.

The mission of the Technical Response teams is to provide the citizens of Washtenaw County and of Southeastern Michigan with advanced technical rescue response. These teams expand and enhance the capabilities of fire-rescue response for confined space rescue, high angle rescue, and urban search and rescue when deployed to natural and manmade disasters.

ARTICLE II - WASHTENAW AREA MUTUAL AID COUNCIL

Section 1. Creation of the Washtenaw Area Mutual Aid Council

Upon the signing of this Agreement by the Parties and the filing of it with the Monroe, Oakland, Lenawee, Jackson, Wayne, Washtenaw and Livingston County Clerks and the Secretary of State, the Washtenaw Area Mutual Aid Council is created and is established as a separate public corporation pursuant to the statutory authority cited herein, with the powers, functions and duties provided in this Agreement and by law.

Section 2. Name

The name of the entity shall be the Washtenaw Area Mutual Aid Council ("WAMAC"). The Council may recommend a new name. Upon approval of a new name, the Parties shall enter into a written Amendment of this Agreement and file it with the Secretary of State, and with the Monroe, Oakland, Lenawee, Jackson, Wayne, Washtenaw, and Livingston County Clerks, which filing shall have the effect of changing the name of the entity.

Section 3. Composition of Council

- A. The Council shall be composed of one representative from each of the Parties who shall be referred to as members, or singularly as a member.
- B. Each Party shall appoint their respective Fire Chiefs **or a designee** who shall serve at the pleasure of their respective Party and may be removed by resolution of their respective Party at any time, with or without cause. Fire Chiefs **or designees** may not serve on WAMAC beyond their terms of employment with their respective Party.
- C. Any vacancy on the Council arising for any reason shall be filled by appointment by the respective Party within sixty (60) days of the vacancy, to serve for the remainder of the unexpired term. An Interim Fire Chief may fill a vacancy until a permanent Fire Chief is selected. In the event that a Party does not have an Interim Fire Chief

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available to fill the vacancy, the Party may appoint a designee to attend meetings and cast votes on behalf of the Party until the Party's Fire Chief vacancy is filled.

- D. Members of the Council shall not be paid by the Council for attending meetings or performing duties of the Council.
- E. A new Party may join WAMAC upon approval of a Resolution by the prospective Party's governing body, affirmative approval by a majority the Washtenaw Area Mutual Aid Council Parties, and the approval of an amendment to the Agreement by each of the then existing Parties.

Section 4. Officers

A. The Council shall elect at its first meeting of each year, from its membership, a President, Vice President, Treasurer, and Secretary, who shall hold office for terms of two (2) years, and until a successor is elected, or until resignation or removal. The terms shall be staggered so that the President and Treasurer shall be elected at the same time, and then the Vice President and Secretary will be elected the next year. Initially, the Vice President and Secretary shall serve a one (1) year term. ~~Officers must be employed by governmental entities located within Washtenaw County.~~

B. Vacancies in any office shall be filled by the Council within sixty (60) days of the vacancy. The officer filling the vacancy shall serve for the remainder of the unexpired term.

~~C.~~ The President shall preside at all meetings of the Council and shall have all privileges and duties of a Member of the Council. The Vice President shall preside at all meetings of the Council at which the President is absent. The Treasurer shall have those powers and duties set forth in Article V, Section 3 and 4 hereof. The Secretary shall keep or cause to be made, all non-financial records, reports and minutes required by this Agreement.

~~C.D.~~ Any documents (other than checks which are signed by the Treasurer) requiring a signature on behalf of the Council shall be co-signed by the President and Secretary. In the event the President is unable to sign the Vice President may do so. In the event the Secretary is unavailable, the Council may appoint a temporary secretary solely for the purpose of signing a specified document.

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Section 5. Meetings

A. The Council shall meet at least once every quarter and shall at its first meeting of each year establish a regular meeting schedule which shall be posted at the offices of the Parties. Meetings shall be held in compliance with the Open Meetings Act, MCL 15.261 et seq., including notice and posting requirements. ~~The posting of the~~

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~~meeting schedule shall be in similar form, and as required by law, for governmental meeting schedules, and in compliance with Open Meetings Act (MCL 15.261 et seq) notice and posting requirements.~~ Meetings shall be held in compliance with the Open Meetings Act (MCL 15.261 et seq). Meetings may be held by electronic means only when permitted by law.

- B. Special meetings of the Council may be called by the President, or in the absence of the President, by the Vice President.
- C. Each Council Member shall receive five (5) days written notice of all regular meetings and two (2) days written notice of all special meetings. Written notice of meetings may be provided electronically via email. All notices of all meetings shall be posted as required by the Michigan Open Meetings Act. If WAMAC maintains an official website, it shall post the public notices on its homepage or on a page dedicated to public notices. If WAMAC does not have an office, it must also send a notice to the Clerk of each County listed in Article III Section 1, with a request for the Clerk to post the notice in their office.
- D. All meetings of the Council shall in every respect, conform with the requirements of the Open Meetings Act, Act 267 of 1976, as amended.

Section 6. Quorum

In order to conduct business, a quorum must be present which shall consist of a majority of the Council.

Section 7. Voting

Except when a larger majority is required by law, once a quorum has been established, a majority vote of the members present shall be necessary for the Council to take any official action at a regular or special meeting. A two-thirds vote of all members (except in the case of a vote to include a new Party which requires affirmative approval by a majority of the Parties) is required to amend this Agreement or its bylaws, or to terminate a Party's membership.

Section 8. Minutes and Freedom of Information Act

Complete written minutes of all Council meetings shall be kept in compliance with the applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all members of Council and to the Clerk of each of the Parties, as soon as reasonably possible following a Council meeting. Except as otherwise provided by law, records of the Council's performance of its official functions shall be made available to the public in compliance with the Michigan Freedom of Information Act, 1976 P.A. 442.

Section 9. Rules

Robert's Rules of Orders, when not in conflict with this Agreement or any rules the Council may adopt, shall govern all meetings.

Section 10. Registered Office

The registered office of the Council shall be the office of the Washtenaw Area Mutual Aid Council, care of City of Ann Arbor Fire Department, 111 North Fifth Ave, Ann Arbor, MI 48104. The Council may designate another location as the registered office.

Section 11. Privileges and Immunity from Liability

All of the privileges and immunities from liability, and exemptions from law, ordinances and rules, which apply to the activity of officers, representatives, members, agents and employees of the parties hereto shall apply to the same degree and extent to the performance of such functions and duties of such officers, representatives, members, agents and employees of the Council under this Agreement.

ARTICLE III – EQUIPMENT APPARATUS AND FUNDS

The Parties agree that the equipment and apparatus described in Exhibit A shall be transferred to and/or otherwise acquired from the Washtenaw Area Mutual Aid Association (“WAMAA”) and will be owned and held in the name of WAMAC. The location for the equipment and apparatus is as shown on Exhibit A. The Parties also agree that the funds and assets currently being held by WAMAA will be transferred to WAMAC.

ARTICLE IV - POWERS

Section 1. General Powers

The Council shall have the following powers, authority and obligations:

- A. Subject to the approval of two-thirds the governing bodies of each of the Parties, WAMAC may purchase, lease, construct, own, receive, exercise right of dominion over and hold in its own name real property, including land, buildings and appurtenances for the express purposes provided in Article I.

- B. Subject to the approval of the governing bodies of each of the Parties, contract with other governmental entities and public agencies, and with private persons or organizations, as appropriate, to carry out Council functions or fulfill Council obligations. Approval of the governing bodies of the parties hereto shall not be required when the contract involves less than \$50,000.00 in expenditures, or is an employment contract, or is for a purchase authorized in an approved budget, as provided herein, and unless said contract approval is required by law by the Parties' governing bodies.
- C. Hire and employ a business manager and such other personnel as may be determined necessary, who shall serve at the pleasure of the Council, subject to applicable law.
- D. Accept funds, grants, voluntary work, or other assistance, to carry out Council functions and obligations, from any source, public or private, including, but not limited to, local governmental funding of specific projects, state and federal grants and private donations. Any application for grants or other public funding shall be communicated to the parties hereto.
- E. Operate and establish policies and rules governing the use of WAMAC equipment, apparatus and real property (whether owned or leased by WAMAC), and Technical Response Teams and other specialty teams, consistent with State or local law. Policies and rules may also be established for personnel. Policies and rules may also be established for the use of a business manager.
- F. Conduct in its own name training programs for emergency personnel from the Parties, act as a fiduciary of funds for the Washtenaw County Training Committee and fulfill all of the Washtenaw County Training Committee's responsibilities required by the State Fire Marshal.
- G. Conduct and carry out any program, activity or function that advance and directly relate to the purposes expressed in Article I.
- H. Establish mutual aid agreements amongst the Parties for the deployment of equipment and specially trained personnel, and the coordination of the Parties, in response to emergency situations.
- I. Coordinate and collaborate with Parties to improve emergency services by assisting with training and education, promoting best practices and policies, and maintaining close relationships amongst personnel and Parties.
- J. Make and enter into contracts, employ contractors or employees, acquire, construct, manage, maintain, or operate buildings or improvements, hold or dispose of property, incur debts, liabilities, or obligations, cooperate with a public agency or another legal entity created by that public agency under the Urban Cooperation Act,

make loans from the proceeds of gifts, grants, assistance, funds, or bequests.
Nothing in this provision authorizes Council to issue bonds in the name of WAMAC.

- K. Sue and be sued in its own name.
- L. Provide funding to other organizations that aid first responders.
- M. Enter into contracts with one or more governmental entity to provide personnel, equipment, specialty team resources, and training to respond to disasters, emergencies and serious threats to public health.
- N. Hire employees, retain consultants and provide them with compensation.
- O. Make claims for federal, county or state aid.
- P. Obtain insurance.
- Q. Operate and train a Technical Response Team (TRT), an Urban Search and Rescue (USAR), Swift Water Rescue (SWRT) teams and other specialty teams if needed.

~~R. WAMAC may not levy any type of tax or in any way indebted a Party participating in this Agreement. The Council may not make policy or commitments for any Party.~~

Section 2. Limitations on Authority

The authority of WAMAC shall be limited as follows:

- A. Upon the approval of a budget, the Council may only carry out such programs and expend such funds as approved in the budget for the ensuing year.
- B. The Council shall have no power or authority to levy any type of tax in its own name within the governmental units of the Parties, or to issue any type of bond in its name, or in any way indebted any of the Parties.

~~B.C. The Council may not make policy or commitments for any Party.~~

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Section 3. Insurance

The Council shall obtain policies of insurance, as a part of its budget, for comprehensive liability and property damage, worker's compensation, motor vehicle insurance, the construction and/or operation of any real estate, and other appropriate and necessary purposes. The Council shall have the Parties named as "additional insureds", on the comprehensive general liability insurance policy. The insurance shall, at a minimum, provide the following coverages:

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- A. General Liability \$1,000,000 each occurrence / \$3,000,000 annual aggregate.
- B. Management Liability (including employment practices liability, employee benefit liability, management decisions, and cyber liability) \$1,000,000 each wrongful act / \$3,000,000 aggregate.
- C. Automobile Liability for owned, hired, and non-owned autos \$1,000,000 per occurrence.
- D. If WAMAC has direct employees, Workers' Compensation coverage meeting statutory coverage requirements.
- E. Umbrella or Excess Liability extending over the above coverage, in the amount of \$1,000,000 each occurrence.
- F. Coverage for owned vehicles, property and equipment, and crime (employee dishonesty) dependent on what WAMAC owns and/or the amount of money that is handled by WAMAC.

ARTICLE V - FINANCE

Section 1. Fiscal Year

The fiscal year of the Council shall begin on January 1, unless a different fiscal year is approved by a majority vote of the Council.

Section 2. Annual Budget and Membership Dues

- A. Each year the Council shall develop an annual budget in such detail as required by Act 2 of the Public Acts of 1968 of the State of Michigan, which shall include all sums necessary to carry on the programs authorized herein. The following year's budget shall be submitted to the Clerk or the Chairperson (in the case of an Authority), of each of the Parties hereto by ~~September~~ October 1 of each year. The Parties may recommend modifications to the budget through their appointed Council members by October 1. If modifications are received by that deadline, the Council will address the requested modifications and may present a final budget with revisions, if any, to the Parties by November 1. No later than December 15~~31~~ of each year, the governing bodies of each of the Parties shall review and either approve the budget as presented, or approve the budget with modifications. That budget will become the Council's on approval by the Parties' governing boards. Failure to timely approve the budget will be considered notice of termination as required by Article VI, Section 2. A.
- ~~B. B.~~ B.—The Parties shall participate in the ongoing funding of the Council and its programs and activities, through a membership fee as outlined on the attached Exhibit B. Membership fees and the membership fee structure will be adopted annually as a part of the budget.

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C. Each of the Parties shall pay the membership dues specified in Article V by December 31 of each budget year. In the event that a Party disagrees with the amount established by Council for their membership dues, the Party shall request a meeting with the President of Council by July 1 of the budget year in dispute to attempt to resolve the dispute. If the Party and the President are unable to resolve the matter, the Party may request to terminate their participation, or the Council may consider removal of the Party as provided in Article VI.

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Section 3. Treasurer

The Treasurer of WAMAC shall have the responsibility of custody, and control of all funds of the Council. Surplus funds, grants, and gifts shall be held and invested by the Treasurer in compliance with the financial policy adopted by Council. The Treasurer shall make or cause to be made, a full and complete financial report to the Council and to the governing bodies of each of the parties hereto, of the Council's financial transactions at the end of each fiscal year. Such report shall include an independent audit of all receipts and disbursements by a Certified Public Accountant, according to the appropriate audit for WAMAC.

Section 4. Administration

- A. The Treasurer shall administer the financial aspects of WAMAC. All expenditures shall be approved by the Council pursuant to the budget approved by the Parties and paid by the Treasurer according to the methods and procedures established by the Council. The Council shall approve the receipt of gifts, grants, and assistance funds that are to be used for the purposes set forth herein.
- B. WAMAC is established herein as an independent corporate entity, separate and distinct from the Parties hereto. It may have its own employees, who shall not be employees of any of the Parties hereto. Any acts done by any of the Parties in assistance or in cooperation with the Council shall not have any effect upon, nor change the status of the Council, nor create any legal responsibility by any of the Parties hereto for the acts or obligations of the Council.

~~C. Each of the Parties shall pay the membership dues specified in Article V by December 31 of each year. In the event that a Party disagrees with the amount established by Council for their membership dues, the Party shall request a meeting with the President of Council to attempt to resolve the dispute. If the Party and the President are unable to resolve the matter, the Party may request to terminate their participation, or the Council may consider removal of the Party as provided in Article VI.~~

D.C. Compliance with Tax Requirements: The Council shall be responsible for compliance with all applicable state and federal tax requirements and other applicable legal filing requirements.

ARTICLE VI - ON-GOING RESPONSIBILITIES & DISSOLUTION

Section 1. Participation and Duration

This Agreement commences on the Effective Date and continues on an indefinite basis until terminated as provided below. The Parties agree that they will participate in the activities and programs of WAMAC and provide payment of membership fees on an on-going basis unless or until terminated in accordance with this Agreement, in order to finance and provide for the purchase and ownership of equipment and apparatus, payment of obligations and the hiring of necessary staff, and conducting activities and services to operate, equip and maintain the Council.

Section 2. Termination of Participation

- A. A Party may only terminate their membership by giving ninety (90) days written notice to the Council and the governing bodies of the Parties, no later than May 1 of any year in which such termination shall be effective. If notice of termination is given, that Party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual termination and according to the budget approved for that fiscal year.
- B. A Party may be removed from participating in the Agreement upon a vote of two-thirds of the Council and subsequent amendment to the Agreement. If a Party is removed from participation, that Party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual removal and according to the budget approved for that fiscal year.
- C. In the event of a Party terminating their membership or being removed from membership, the Party shall have no interest, claim or right to any asset, real or personal, of WAMAC.

Section 3. Dissolution

- A. **Termination.** This Agreement shall continue until terminated by the first of the following to occur:
 - 1. The Parties to the Agreement total fewer than fifteen (15); or,

2. A two-thirds vote in favor of termination by the Council.

B. Dissolution. The Council may be dissolved by adoption of a resolution by a majority of the existing members of the Council along with the approval of a plan for the distribution of the Council's assets and surplus funds. Any surplus funds, after paying all bills and division of assets, shall be divided among the Parties according to the proportionate share of contribution made by a Party for the prior three years. The proposal to dissolve and plan of distribution of assets, including surplus funds, must be provided to the governing body of each Party at least ten (10) days prior to the Council vote on the plan. If the Parties do not agree on the plan to distribute assets, they may choose arbitration. If the Parties do not choose arbitration and cannot agree how to distribute the assets, the Council shall dispose of the assets by public action and deduct the cost of the action prior to any distribution. If dissolution is approved, the Council must comply with all state and federal requirements for dissolution.

ARTICLE VII - MISCELLANEOUS PROVISIONS

Section 1. Amendments

Amendments to this Agreement, other than to add a new Party or as otherwise provided~~as provided in this Agreement herein~~, may be made upon approval of 2/3 vote of the Members of the Council and the approval of 2/3 of the Parties, and shall be approved, processed, and filed as described in Article II, Section 1 and Article VII, Sections 3 and 4.

Section 2. Applicable Laws

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 without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 3. State Approval

As soon as reasonably practicable after the effective date of this Agreement, this Agreement shall be officially submitted to the office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

Section 4. Effective Date

This Agreement shall be in full force and effect and WAMAC shall be considered as established as an operating public corporation on the date this Agreement was signed by all Parties and filed with the Secretary of State and with the Monroe, Washtenaw, Jackson, Oakland, Lenawee, Wayne and Livingston County Clerks.

Section 5. Duration

This Agreement shall remain in effect and continue on an indefinite basis and shall only be terminated according to the terms hereof.

Section 6. Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and the residents of each of the Parties and shall supersede all prior agreements and understandings among the Parties relative to the subject matter.

Section 7. Severability

If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 8. No Waiver of Governmental Immunity

The Parties agree that no provision of the Agreement is intended, nor shall be construed, as a waiver by any Party of any governmental immunity as provided by the Urban Cooperation Act or otherwise under law.

Section 9. Entire Agreement

This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 10. Captions

The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

Section 11. Jurisdiction and Venue

In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan, with original jurisdiction and venue vested in the Washtenaw County Circuit Court.

Section 12. Recitals

The Recitals shall be considered an integral part of this Agreement.

Section 13. Counterpart Signatures

This Agreement may be signed by counterpart. The counterparts taken together shall constitute one (1) Agreement.