

NOTICE OF ADOPTION OF GENERAL ORDINANCE

Please be notified that the Conway Township Board on December 21, 2004 at the Conway Township Hall at 8015 N Fowlerville Road, Fowlerville, MI 48836, adopted the following general ordinance as follows:

TOWNSHIP OF CONWAY LIVINGSTON COUNTY, MICHIGAN ORDINANCE FOR EXTRAORDINARY EMERGENCY INCIDENT AND INCENDIARY FIRE RESPONSE COST RECOVERY

An Ordinance to establish charges for purposes of reimbursement and fees for service pursuant to MCL 41.806a, Act 102 of Public Acts of 1990, as amended, for Fowlerville Area Fire Authority fire and emergency response services to extraordinary emergency incidents and incendiary fires and to provide methods for the collection of such charges.

THE TOWNSHIP OF CONWAY ORDAINS:

Section 1. PURPOSE

This Ordinance is created to insure the party responsible for an extraordinary emergency incident of incendiary fire is responsible for the clean-up, mitigation, and recoverable expenses incurred by the Fowlerville Area Fire Authority in its response and mitigation of the incident. In the event the liable party does not or cannot perform such clean-up in a reasonable time, as determined by the Fire Chief of the Fowlerville Area Fire Authority, the Fire Chief of the Fowlerville Area Fire Authority shall perform or cause to be performed clean-up and mitigation of the extraordinary emergency incident or incendiary fire. The liable party shall be financially responsible for any and all recoverable expenses.

Section 2. EXTRAORDINARY EMERGENCY INCIDENT DEFINED

For purposes of this Ordinance, "extraordinary emergency incident" means an emergency incident which requires a greater amount of firefighters, equipment, supplies, and/or personnel hours than were required to respond to ninety percent of the Fowlerville Area Fire Authority's incidents in the prior fiscal year.

Section 3. INCENDIARY FIRE DEFINED

For purposes of this Ordinance, "incendiary fire" is any fire intentionally set or caused to be set by any human being or entity, whether by their own act, or in concert with another, or with mechanical assistance, regardless of whether said fire was set with incendiary materials or fuels or ignited merely by applying flame or heat to any substance.

Section 4: RESPONSIBLE PARTY DEFINED

A responsible party is any individual, sole proprietorship, partnership, joint venture, trust, firm, joint stock company, corporation including government corporation, association, local unit of government, commission, the state, a political subdivision of the state, an interstate body or any other legal entity that owns, controls, leases, or accepts for transport, storage, treatment or disposal the property involved in the extraordinary emergency incident, and/or was found responsible by a court of competent jurisdiction for setting a incendiary fire.

Section 5. CHARGES IMPOSED UPON RESPONSIBLE PARTY

A responsible party or responsible parties are jointly and severally liable for and shall be required to reimburse the Township of Conway and/or the Fowlerville Area Fire Authority for all costs incurred in responding to an extraordinary emergency incident or incendiary fire, including by not limited to:

- a. Costs or expenses incurred by the Fowlerville Area Fire Authority, its fire department, and the Township of Conway, as well as any other fire department, police agency, emergency medical service agency, public service or public works department, technical or specialty rescue response team, private contractor and any other entity whose assistance is requested by or contracted for the Fowlerville Area Fire Authority, including all actual expenses attributable to the response, mitigation of the incident and clean-up, including all actions deemed necessary by the Fowlerville Area Fire Authority Fire Chief to preserve public safety, including the cost of equipment, operation, personnel, materials utilized, meals and overtime costs for personnel, medical expenses for any injuries resulting to response personnel, costs of specialists, experts, contractors, and consultants, legal fees, engineering fees, water costs, rental or purchase of machinery and/or equipment, costs related to canine response, costs related to the repair or replacement of any equipment or apparatus damaged in the course of the response, costs incurred by any agency whose response is requested by the Fowlerville Area Fire Authority Fire Chief pursuant to any mutual aid agreement, and any other incidental costs of the Fowlerville Area Fire Authority and the Township of Conway, incurred because or related to the response to the extraordinary emergency incident or incendiary fire.
- b. Charges to the Fowlerville Area Fire Authority or the Township of Conway or either's agencies imposed by any local, state or federal government entities related to the extraordinary emergency incident or incendiary fire.
- c. Costs incurred by the Fowlerville Area Fire Authority or the Township of Conway in accounting for extraordinary emergency incident or incendiary fire expenditures, including billing and collection costs, court costs, and actual attorney fees. If a responsible party or parties fail to pay charges assessed under this ordinance, and a collection action is subsequently filed, the responsible party or parties shall be responsible for any and all actual costs incurred by the

Fowlerville Area Fire Authority and/or the township of Conway in the course of such collection action.

Section 6. BILLING PROCEDURES

Upon the occurrence of an extraordinary emergency incident or a determination of responsibility for incendiary fire, the Fire Chief of the Fowlerville Area Fire Authority shall prepare and deliver or cause to be delivered an invoice of the charges imposed by Section 5 to the responsible party or parties for payment. The responsible party or parties shall reimburse the Township of Conway and/or the Fowlerville Area Fire Authority, as directed by the invoice, for the charges set forth in the invoice within thirty (30) days. For any amounts due that remain unpaid after thirty (30) days, the responsible party or parties shall be responsible for any and all actual costs incurred by the Fowlerville Area Fire Authority and or the Township of Conway in the course of such collection action as further addressed in Section 5(c) of this ordinance.

Section 7. OTHER REMEDIES

The Township of Conway and/or the Fowlerville Area Fire Authority may pursue any other remedy or may institute any appropriate action or proceeding in a court of competent jurisdiction to collect charges imposed under this Ordinance. The recovery of charges imposed under this Ordinance does not limit the liability of responsible parties under any other local ordinance or state or federal laws, rules, or regulations.

Section 8. SEVERABILITY

Should any provision or part of this Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, such finding shall not affect the validity or enforceability of the remainder of this Ordinance.

Section 10. EFFECTIVE DATE

This Ordinance shall take effect thirty days after publication.

This ordinance was adopted by the Conway Township Board on December 21, 2004 and shall have an effective date of thirty days after publication.

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Section 2. EXTRAORDINARY EMERGENCY INCIDENT DEFINED

For purposes of this Ordinance, "extraordinary emergency incident" means an emergency incident which requires a greater amount of firefighters, equipment, supplies, and/or personnel hours than were required to respond to ninety percent of the Fowlerville Area Fire Authority's incidents in the prior fiscal year.

Section 3. INCENDIARY FIRE DEFINED

For purposes of this Ordinance, "incendiary fire" is any fire intentionally set or caused to be set by any human being or entity, whether by their own act, or in concert with another, or with mechanical assistance, regardless of whether said fire was set with incendiary materials or fuels or ignited merely by applying flame or heat to any substance.

Section 4. RESPONSIBLE PARTY DEFINED

A responsible party is any individual, sole proprietorship, partnership, joint venture, trust, firm, joint stock company, corporation including government corporation, association, local unit of government, commission, the state, a political subdivision of the state, an interstate body or any other legal entity that owns, controls, leases, or accepts for transport, storage, treatment or disposal the property involved in the extraordinary emergency incident, and/or was found responsible by a court of competent jurisdiction for setting a incendiary fire.

Section 5. CHARGES IMPOSED UPON RESPONSIBLE PARTY

A responsible party or responsible parties are jointly and severally liable for and shall be required to reimburse the Township of Conway and/or the Fowlerville Area Fire Authority for all costs incurred in responding to an extraordinary emergency incident or incendiary fire, including but not limited to:

a. Costs or expenses incurred by the Fowlerville Area Fire Authority, its fire department, and the Township of Conway, as well as any other fire department, police agency, emergency medical service agency, public service or public works department, technical or specialty rescue response team, private contractor and any other entity whose assistances is requested by or contracted for the Fowlerville Area Fire Authority, including all actual expenses attributable to the response, mitigation of the incident and clean-up, including all actions deemed necessary by the Fowlerville Area Fire Authority Fire Chief to preserve public safety, including the cost of equipment, operation, personnel, materials utilized, meals and overtime costs for personnel, medical expenses for any injuries resulting to

response personnel, costs of specialists, experts, contractors, and consultants, legal fees, engineering fees, water costs, rental or purchase of machinery and/or equipment, costs related to canine response, costs related to the repair or replacement of any equipment or apparatus damaged in the course of the response, costs incurred by any agency whose response is requested by the Fowlerville Area Fire Authority Fire Chief pursuant to any mutual aid agreement, and any other incidental costs of the Fowlerville Area Fire Authority and the Township of Conway, incurred because or related to the response to the extraordinary emergency incident or incendiary fire.

b. Charges to the Fowlerville Area Fire Authority or the Township of Conway or either's agencies imposed by any local, state or federal government entities related to the extraordinary emergency incident or incendiary fire.

c. Costs incurred by the Fowlerville Area Fire Authority or the Township of Conway in accounting for extraordinary emergency incident or incendiary fire expenditures, including billing and collection costs, court costs, and actual attorney fees. If a responsible party or parties fail to pay charges assessed under this ordinance, and a collection action is subsequently filed, the responsible party or parties shall be responsible for any and all actual costs incurred by the Fowlerville Area Fire Authority and/or the township of Conway in the course of such collection action.

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Chester G. Dietrich
Conway Township Clerk

(1-3-05)

VILLAGE/TOWNSHIP OF _____

LIVINGSTON COUNTY, MICHIGAN

ORDINANCE FOR EXTRAORDINARY EMERGENCY INCIDENT AND INCENDIARY
FIRE RESPONSE COST RECOVERY

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government, commission, the state, a political subdivision of the state, an interstate body or any other legal entity that owns, controls, leases, or accepts for transport, storage, treatment or disposal the property involved in the extraordinary emergency incident, and/or was found responsible by a court of competent jurisdiction for setting a incendiary fire.

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Should any provision or part of this Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, such finding shall not affect the validity or enforceability of the remainder of this Ordinance.

Section 10. EFFECTIVE DATE

This Ordinance shall take effect immediately upon publication. [Each Village/Township should consider if repealer language is required here as to any prior cost recovery ordinance.]

MADE, PASSED AND ADOPTED BY THE Village/TOWNSHIP OF _____
Village COUNCIL/TOWNSHIP BOARD THIS _____ DAY OF _____, 2004.

President/Supervisor

Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Fowlerville News and Views on the _____ day of _____, 2004.

Clerk

Certificate of Adopting

I hereby certify that the foregoing is a true copy of the Ordinance passes at the regular meeting of the Village Council/Township Board held on the _____ day of _____, 2004.

Clerk

CONWAY TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
RESOLUTION

WHEREAS, Conway Township applied for a grant under the Help America Vote Act, for the acquisition of laptop computers and related equipment for use in the precincts for electronic poll books, and;

WHEREAS, the Township was awarded the equipment, and under the Grant Agreement, the Township is required to establish a "Receiving Board" to receive the election statement of returns, poll books, ballot containers, computer memory cards and devices and other related election documents and to determine the accuracy and completeness of the returns, and;

WHEREAS, Michigan State Election Law, Section 168.679(a) provides for the establishment of "Receiving Boards" in optical scan jurisdictions, and requires the adoption of a resolution by the local legislative body approving their establishment; and

WHEREAS, the "Receiving Boards" will be responsible to follow the procedures as outlined in PA 256 of 2004 and the guidelines set forth by the Secretary of State, Bureau of Elections and State of Michigan, and;

WHEREAS, the Township Clerk believes "Receiving Boards" are advantageous in assuring that all election documents are properly completed and sealed, and to fulfill the requirements of the grant agreement, recommends the use of a Receiving Board at all future elections to be held at the Conway Township Hall;

NOW, THEREFORE, BE IT RESOLVED,
that the Conway Township Board of Trustees, Michigan, hereby approves the establishment and use of Receiving Boards at all future elections held in Conway Township.

MOVED Cindy SECONDED Eric that the foregoing Resolution be adopted.

AYES: Roll Call
NAYS: _____
ABSENT: _____

Resolution declared adopted at a Regular Meeting of the Conway Township Board of Trustees held on ~~Monday~~, July 20, 2010.

Tuesday



Cindy Dickerson
Conway Township Clerk



Cindy
JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
OFFICE OF FINANCIAL AND INSURANCE REGULATION
DEPARTMENT OF LABOR & ECONOMIC GROWTH
STANLEY "SKIP" PRUSS, DIRECTOR

9/10/03
KEN ROSS
COMMISSIONER

FIRE INSURANCE WITHHOLDING PROGRAM

In response to your request for information on participating in the Fire Insurance Withholding Program, attached please find an Enrollment and Notification Form and a sample resolution. You should review Sections 500.2227 and 500.2845 of the Michigan Insurance Code to determine under which section your municipality is eligible to participate in the program.

Section 2845 of the Insurance Code includes municipalities of less than 50,000 in population located in counties of less than 425,000 in population. Municipalities that meet this population criteria which have passed resolutions establishing escrow accounts will be allowed to escrow 25% of a fire insurance settlement for fire and explosion losses to real property within the boundaries of the municipality.

Section 2227 to the Insurance Code includes municipalities with a population of 50,000 or more, or those municipalities with a population less than 50,000 but in a county with a population of 425,000 or more. These municipalities will be allowed to establish escrow accounts to escrow 25% of a fire insurance settlement for losses to real property caused by fire or explosion, as well as losses caused by the perils of vandalism, malicious mischief, wind, hail, riot, or civil commotion.

Under both of the above sections of the Insurance Code, a final settlement which exceeds 49% of the insurance on the real property will serve as prima facie evidence that the municipality has cause for escrowing of the withheld amount. For residential property, the 25% settlement shall not exceed \$6,725 as of June 1, 2003. This amount will be adjusted annually in accordance with the consumer price index with the adjusted amount reflected in the upper right corner of the published list of participating municipalities. Both sections of the Insurance Code also establish a method for the policyholder to object to the municipality's retention of the withheld amount.

While there is no standard format for the resolution, we suggest that municipalities use the format of other resolutions adopted by their governing body. The only legal requirement is that the resolution contain specific wording concerning the establishment of an escrow account. The attached sample resolution contains sufficient language to that effect.

Once the resolution is passed, you need to provide the Office of Financial and Insurance Regulation (OFIR) with a copy, along with the enrollment form including the name and address of the person designated as the contact person for insurance companies. Your municipality and the contact person's name, address and telephone number would then be added to the list of municipalities currently participating in the program.

Updated lists are issued periodically by OFIR and distributed to licensed insurance companies. Because municipalities are prohibited from implementing the law sooner than thirty (30) days after insurers have been notified, each amended list contains an effective date for each municipality. Only fire losses occurring after that date are subject to the withholding provisions.

Should you have any further questions about this program, please contact OFIR toll free at (877) 999-6442.

**Fire Insurance Withholding Program
Enrollment and Notification**

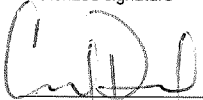
Please type or print clearly

Name of Municipality <i>Conway</i>	Type of Municipality (choose one) <input type="checkbox"/> City <input type="checkbox"/> Village <input checked="" type="checkbox"/> Township	Located in the Michigan County of: <i>Livingston</i>
Name and title of Contact Person <i>Kathy DeMarais</i>	<p><i>Please return completed form to:</i></p> <p>Office of Financial and Insurance Regulation Consumer Services PO Box 30220 Lansing MI 48909-7720</p>	
Contact Person complete address <i>8015 N. Fowlerville Rd P.O. Box 1157 Fowlerville MI 48836</i>		
Contact Person phone number (with area code) <i>(517) 223 0358</i>		
Contact Person email address <i>treasurer @ Conwaytownship.com</i>		

Municipality will be participating under the following section of the Michigan Insurance Code (choose one):

- Section 2845 - Municipalities of less than 50,000 in population located in counties of less than 425,000 in population.
- Section 2227 - Municipalities with a population of 50,000 or more, or those municipalities with a population less than 50,000 but in a county with a population of 425,000 or more.

Please enroll this municipality in the Fire Insurance Withholding Program.

Authorized signature 	Date signed <i>1/25/2011</i>	Signer's name and title, typed or printed <i>Cindy Dickerson, cleric</i>
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P.A. 216 and 217 of 1998 require submission of this information by municipalities that wish to enroll in the Fire Insurance Withholding Program.



Michigan Department of Energy, Labor & Economic Growth

DELEG is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
Visit OFIR online at: www.michigan.gov/ofir Phone OFIR toll-free at: 1-877-999-6442

SAMPLE RESOLUTION # _____

TOWNSHIP/CITY/VILLAGE OF _____

WHEREAS, the provisions of Act 495 of the Public Acts of 1980; as amended by Act 216 of the Public Acts of 1998, and the provisions of Act 217 of the Public Acts of 1998, provide that a portion of certain casualty losses for fire or explosion otherwise payable by insurers may be withheld in escrow by participating municipalities in order to secure repair, replacement or removal of damaged structures which violate the *Township/Village/City of _____* health or safety standards; and

WHEREAS, the *Township/Village/City of _____* has determined that participation in said program would protect and promote the public health, safety and welfare and wishes to be included in the list of participating municipalities published by the Commissioner of Insurance; and,

WHEREAS, the *Township/Village/City of _____* desires to implement all procedures necessary to administer said program by designating the *Township/Village/City* official responsible for administration of the program and establish an escrow account for said purpose.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the *Township/Village/City of _____* does hereby become a participating municipality in the program providing for the escrow of fire insurance as established by Act 495 of the Public Acts of 1980; as amended by Act 216 of the Public Acts of 1998, or as established by Act 217 of the Public Acts of 1998, and does declare its intention to uniformly apply the provisions of Section 2845 or Section 2227 to all property within the *Township/Village/City of _____*.
2. That the *Township/Village/City of _____* official responsible for the administration of Section 2845 or 2227 of said Acts and any rules promulgated by the Commissioner of Financial and Insurance Services is hereby designated as follows:
3. That the *Township/Village/City of _____* *Official* shall establish an escrow account with the _____ Bank for the purpose of receiving and holding deposits of money received from insurers pursuant to Section 2845 or 2227 of said Acts, which account shall be separately maintained from all other accounts and may be an interest bearing account.

Name, *Capacity*

Name, *Capacity*

Date _____

THE INSURANCE CODE OF 1956 (EXCERPT)
Act 218 of 1956

500.2845 Withholding 25% of actual cash value or final settlement where loss to insured real property due to fire or explosion; notice to treasurer, insured, and mortgagee; escrowing and retaining withheld amount; procedure; recording information and depositing money in trust or escrow account; releasing policy proceeds to mortgagee; commingling funds prohibited; retaining earned interest; forwarding policy proceeds to insured; reasonable proof; using retained proceeds to secure, repair, or demolish damaged or destroyed structure and clear property; returning unused portion of retained proceeds; liability of insurer; applicability of section; list of cities, villages, and townships; additions and deletions; ceasing or continuing to apply section; inapplicability of withholding requirements; definitions.

Sec. 2845. (1) If a claim is filed for a loss to insured real property due to fire or explosion and a final settlement is reached on the loss to the insured real property, an insurer shall withhold from payment 25% of the actual cash value of the insured real property at the time of the loss or 25% of the final settlement, whichever is less. For residential property, the 25% settlement or judgment withheld shall not exceed \$6,000.00 adjusted annually beginning June 1, 1999 in accordance with the consumer price index. The commissioner shall notify annually all insurance companies transacting property insurance in this state as to the new adjusted amount. At the time that 25% of the settlement or judgment is withheld, the insurer shall give notice of the withholding to the treasurer of the city, village, or township in which the insured real property is located, to the insured, and to any mortgagee having an existing lien or liens against the insured real property, if the mortgagee is named on the policy. In the case of a judgment, notice shall also be provided to the court in which judgment was entered. The notice shall include all of the following:

- (a) The identity and address of the insurer.
- (b) The name and address or forwarding address of each policyholder, including any mortgagee.
- (c) Location of the insured real property.
- (d) The date of loss, policy number, and claim number.
- (e) The amount of money withheld.
- (f) A statement that the city, village, or township may have the withheld amount paid into a trust or escrow account established for the purposes of this section if within 15 days after the mailing of the notice the city, village, or township states that the money should be withheld to protect the public health and safety; otherwise, the withheld amount shall be paid to the insured 15 days after the mailing of the notice.

(g) An explanation of the provisions of this section.

(2) In order for a city, village, or township to escrow the amount withheld by the insurer, and to retain that amount, the following procedure shall be used:

(a) An authorized representative of the city, village, or township shall request the insurer to pay the withheld amount into an escrow account maintained by the treasurer of the city, village, or township. A final settlement that exceeds 49% of the insurance on the insured real property is prima facie evidence that the damaged insured structure violates existing health and safety standards of the city, village, or township and constitutes cause for the escrowing of the withheld amount as surety for the repair, replacement, or removal of the damaged structure.

(b) In the case of a settlement, the request under subdivision (a) shall be sent to the insurer with a copy to the insured and any mortgagees. The copy to the insured shall contain the notice required under subdivision (d). Upon receipt of the request, the insurer shall forward the withheld amount to the treasurer of the city, village, or township, and shall provide notice of the forwarding to the insured and any mortgagees.

(c) In the case of a judgment, the request under subdivision (a) shall be sent to the insurer with a copy to the insured, any mortgagees, and the court in which judgment was entered. The copy to the insured shall contain the notice required under subdivision (d). Upon the motion of the city, village, or township, the court shall order the withheld amount transmitted to the treasurer of the city, village, or township.

(d) The city, village, or township shall notify the insured that the insured has 10 days from the date of the mailing of the notice to object to the city's, village's, or township's retention of the withheld amount. The notice shall identify the authorized representative of the city, village, or township that the insured should address his or her objections to and shall state that the insured may do either of the following:

(i) Seek resolution with the representative of the city, village, or township designated to receive and resolve objections under this section. The city, village, or township shall make a final determination and shall notify the insured of that determination not later than 30 days after receipt of notice that the insured wishes to

seek resolution under this subparagraph. This final determination shall include notice to the insured that if the insured is still dissatisfied with the city's, village's, or township's determination, the insured may seek relief in circuit court.

(ii) Seek relief in the circuit court.

(3) Upon receipt of money and information from an insurer as prescribed in subsections (1) and (2), the local treasurer shall record the information and the date of receipt of the money and shall immediately deposit the money in a trust or escrow account established for the purposes of this section. The account may be interest-bearing. If the mortgage on the insured property is in default, the treasurer of the city, village, or township, upon written request from a first mortgagee of property with respect to which policy proceeds were withheld and placed into a trust or escrow account under subsections (1) and (2) and this subsection, shall release to the mortgagee all or any part of the policy proceeds received by the city, village, or township with respect to that property, not later than 10 days after receipt of the written request by the mortgagee, to the extent necessary to satisfy any outstanding lien of the mortgagee.

(4) Except as provided in subsection (7), money deposited in an account pursuant to subsection (3) shall not be commingled with city, village, or township funds. Any interest earned on money placed in a trust or escrow account shall be retained by the city, village, or township to defray expenses incurred under this section.

(5) Except as provided in subdivision (c), the policy proceeds deposited under subsection (3) shall immediately be forwarded to the insured when the authorized representative of the city, village, or township designated by the governing body of the city, village, or township receives or is shown reasonable proof of any of the following:

(a) That the damaged or destroyed portions of the insured structure have been repaired or replaced, except to the extent that the amount withheld under this subsection is needed to complete repair or replacement.

(b) That the damaged or destroyed structure and all remnants of the structure have been removed from the land on which the structure or the remnants of the structure were situated, in compliance with the local code requirements of the city, village, or township in which the structure was located.

(c) That the insured has entered into a contract to perform repair, replacement, or removal services for the insured real property and that the insured consents to payment of funds directly to the contractor performing the services upon completion. Funds released under this subdivision may be forwarded only to a contractor performing services on the insured property.

(6) Reasonable proof required under subsection (5) includes any of the following:

(a) Originals or copies of pertinent verifiable contracts, invoices, receipts, and other similar papers evidencing both the work performed or to be performed and the materials used or to be used by all contractors performing repair, replacement, or removal services with respect to the insured real property, other than a contractor subject to subdivision (b).

(b) An affidavit executed by the contractor that has performed the greatest amount of repair or replacement work on the structure, or that has done most of the clearing and removal work if structure repair or replacement is not to be performed. The contractor shall attach to the affidavit all pertinent contracts, invoices, and receipts and shall swear that these attached papers correctly indicate the nature and extent of the work performed to date by the contractor and the materials used.

(c) An inspection of the insured real property to verify that repair, replacement, or clearing has been completed in accordance with subsection (5).

(7) If with respect to a loss, reasonable proof is not received by or shown to an authorized representative of the city, village, or township designated by the governing body of the city, village, or township within 120 days after the policy proceeds portion was received by the treasurer, the city, village, or township shall use the retained proceeds to secure, repair, or demolish the damaged or destroyed structure and clear the property in question, so that the structure and property are in compliance with local code requirements and applicable ordinances of the city, village, or township. Any unused portion of the retained proceeds shall be returned to the insured. The city, village, or township may extend the 120-day time period listed in this subsection.

(8) There is no liability on the part of, and a cause of action shall not arise against, an insurer or an agent or employee of an insurer for withholding or transferring money in the course of complying or attempting to comply with this section. If there is a dispute with a lienholder concerning the distribution of an amount withheld from payment under this section, the insurer may file an action in circuit court to identify all parties that may have a financial interest in the withheld amount and to determine how the withheld amount should be distributed.

(9) This section applies only to property located in a city, village, or township described in subsection (12) if the city, village, or township pursuant to a resolution by its governing body notifies the commissioner in writing that the city, village, or township has established a trust or escrow account to be used as prescribed in

this section and intends to uniformly apply this section with respect to all property located within the city, village, or township following written notification to the commissioner. The commissioner shall prepare and distribute a list of all cities, villages, and townships that have elected to apply this section to all insurance companies transacting property insurance in this state.

(10) A city, village, or township may apply to be added to the list by making a written request for addition to the commissioner. When a written request for addition from a city, village, or township has been received by the commissioner, an amended list shall be prepared and distributed indicating the addition. The addition shall be effective on the date specified by the commissioner in the amendment. The commissioner shall notify the city, village, township, and insurance companies of the effective date of the addition which shall be effective not less than 30 days after receipt of notice by the insurance company. A city, village, or township shall not apply this section to any loss that occurred before the effective date of the addition.

(11) A city, village, or township may request to be deleted from the list or may cease to apply this section for a period of not less than 6 months upon not less than 30 days' written notice to the commissioner. After receipt of a request to be deleted from the list, the commissioner shall prepare and distribute an amendment to the list indicating the deletion. The deletion shall be effective on the date specified by the commissioner in the amendment. The commissioner shall notify the city, village, township, and insurance companies of the effective date of the deletion which shall be effective not less than 30 days after receipt of the notice by the insurance company. A city, village, or township shall continue to apply this section to any loss that occurred before the effective date of the deletion, notwithstanding the deletion.

(12) This section applies only to insured real property located in cities, villages, and townships that are located in counties with a population of less than 425,000 except that this section does not apply to insured real property located in cities, villages, and townships that are located in counties with a population of less than 425,000 if the city, village, or township has a population of 50,000 or more. This section applies to insured real property located in a city, village, or township that has elected to apply this section as provided in subsection (9) or (10).

(13) The withholding requirements of this section do not apply if all of the following occur:

(a) Within 15 days after agreement on a final settlement between the insured and the insurer, the insured has filed with the insurer evidence of a contract to repair as described in subsection (6).

(b) The insured consents to the payment of funds directly to the contractor performing the repair services. Funds released under this subdivision may be forwarded only to a contractor performing the repair services on the insured property.

(c) On receipt of the contract to repair, the insurer gives notice to the city, village, or township in which the property is situated that there will not be a withholding under this section because of the repair contract.

(14) If the insured and the insurer have agreed on the demolition costs or the debris removal costs as part of the final settlement of the real property insured claim, the insurer shall withhold 1 of the following sums, whichever sum is the largest, and shall pay that sum in accordance with this section:

(a) The agreed cost of demolition or debris removal.

(b) Twenty-five percent of the actual cash value of the insured real property at the time of loss so long as this amount for residential property does not exceed \$6,000.00 adjusted annually beginning June 1, 1999 in accordance with the consumer price index.

(c) Twenty-five percent of the final settlement of the insured real property claim so long as this amount for residential property does not exceed \$6,000.00 adjusted annually beginning June 1, 1999 in accordance with the consumer price index.

(15) This section applies only to final settlements that exceed 49% of the insurance on the insured real property.

(16) If an insurer withholds payment under a policy in good faith because of suspected arson, fraud, or other question concerning coverage, this section does not apply until the issue or question is resolved and final settlement is made.

(17) As used in this section:

(a) "Consumer price index" means that term as defined in section 2080.

(b) "Final settlement" means a determination of the amount due and owing to the insured for a loss to insured real property, but does not include contents damage, losses to personal property, or additional coverage not contained in the building coverage portion of the fire insurance policy, which determination is made by any of the following means:

(i) Acceptance of a proof of loss by the insurer.

(ii) Execution of a release by the insured.

(iii) Acceptance of an arbitration award by both the insured and the insurer.

(iv) Judgment of a court of competent jurisdiction.

(c) "Home insurance" means that term as defined in section 2103.

(d) "Residential property" means property on which home insurance can be issued.

History: Add. 1980, Act 495, Eff. Apr. 1, 1982;—Am. 1984, Act 386, Eff. Mar. 29, 1985;—Am. 1990, Act 305, Imd. Eff. Dec. 14, 1990;—Am. 1998, Act 216, Eff. Jan. 1, 1999.

Compiler's note: Enacting section 1 of Act 216 of 1998 provides:

"Enacting section 1. This amendatory act takes effect January 1, 1999 and applies to any loss that occurs on and after January 1, 1999. Losses that occur before January 1, 1999 are governed by section 2845 of the insurance code of 1956, 1956 PA 218, MCL 500.2845, as in effect before the amendments to that section were made by this amendatory act."

Popular name: Act 218

Administrative rules: R 500.1261 et seq. of the Michigan Administrative Code.

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①
"Ordinance for Extraordinary
Emergency Incident +
Incidental Fire Response
Cost Recovery"

12-31-2004

Passed.

John Wright

From: "Kevin Gentry" <kevinsgentry@gmail.com>
To: <fowlerville-afd@cablespeed.com>
Sent: Thursday, November 11, 2010 11:41 AM
Attach: MEMAC Revised 10-08-04.doc; MEMAC Revised 10-08-04.pdf
Subject: MEMAC

Chief Wright,

In looking over the information concerning the Michigan Emergency Management Assistance Compact I noticed Fowlerville Fire Authority had not signed the updated agreement (I think we may have signed the prior one, but the state updated the language, necessitating it be signed again). I think it would be advisable for the Authority to sign this agreement, as it obligates us to do not much of anything but allows us an additional mechanism to recoup expenses if we have a large scale (train derailment type) incident that requires a massive response. Most any incident the MEMAC is implemented in will be the large sort of state or federal declared disaster event and the MEMAC provides a means of insuring that we have a chance of routing that funding toward expenses of other agencies (instead of possibly being on the hook ourselves) and also to recover some of our costs. There is a resolution at the back of the agreement that would need to be implemented. I am attaching the MEMAC in both word and .pdf formats. If you agree with this idea could you please send it along to Julie so she can put it on the agenda for this month's meeting. I can do up the resolution or she can do it, whichever you prefer. If we are going to do this, we'll need to execute three originals at the meeting. Because the village has its own police department it might also want to sign this separately but I will leave it to you whether you want to bring that up to them or not. Please let me know what your thoughts are on this. Thanks. Kev

--

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aug 2010

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MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT

**The Michigan State Police Emergency Management Division
Revised - October 8, 2004**

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MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT

PREAMBLE

This agreement is entered into between the Michigan State Police Emergency Management Division on behalf of the State of Michigan, and by and among each county, municipality, township, federally recognized tribal nation and interlocal public agency that executes this agreement and adopts its terms and conditions, in view of the following facts:

WHEREAS, under MCL 30.403, the governor is responsible for coping with dangers to this state or the people of this state presented by a disaster or emergency and may issue executive orders, proclamations and directives having the force and effect of law to implement the provisions of the Michigan Emergency Management Act (P.A. 390 of 1976 as amended; MCL 30.401 *et seq.*); and

WHEREAS, under MCL 30.407, the director of the Department of State Police is *ex officio* the state director of emergency management, and the director or his or her designee is empowered to coordinate all federal, state, county, and municipal disaster prevention, mitigation, relief, and recovery operations within the state in compliance with the applicable provisions of the Michigan Emergency Management Plan; and

WHEREAS, under MCL 30.407a, the Emergency Management Division is charged with coordinating within this state the emergency management activities of county, municipal, state, and federal governments; and

WHEREAS, under MCL 30.407a(4)(h), the Emergency Management Division may provide for the coordination and cooperation of state agencies and departments with federal and local government agencies and departments in emergency management activities; and

WHEREAS, under MCL 30.410(2), municipalities and counties may enter into mutual aid or reciprocal aid agreements or compacts with other counties, municipalities, public agencies, private sector agencies, federally recognized tribal nations or all of these entities; and

WHEREAS, under MCL 30.407a(4)(j), the Emergency Management Division may propose and administer statewide mutual aid compacts and agreements; and

WHEREAS, under MCL 3.991 *et seq.*, the State of Michigan has entered into and agreed to participate in the interstate Emergency Management Assistance Compact (EMAC), with authority and responsibility for the coordination of the state's participation in EMAC delegated to the Emergency Management Division; and

WHEREAS, under Executive Order 2003-6, the director of the Department of State Police also has been appointed by the governor as the state director of homeland security, with the Emergency Management Division designated as the focal point and coordinating agency for all issues and actions related to homeland security within this state; and

WHEREAS, the State of Michigan and each of its political subdivisions must confront the threats to public health and safety posed by possible terrorist attacks involving chemical, biological, nuclear, radiological, incendiary or explosive (CBRNE) weapons of mass destruction; and

WHEREAS, the State of Michigan and each of its political subdivisions continue to face threats to public health and safety from both man-made and natural emergencies and disasters, including, but not limited to: fires; floods; snow storms; ice storms; tornadoes; wind storms; wave action; oil spills; water contamination; utility failures; hazardous peacetime radiological incidents; major transportation accidents; hazardous materials incidents; epidemics; air contamination; blight; drought; infestation; explosions; hostile military or paramilitary actions; riots; or civil disorders capable of causing severe damage to property and danger to life; and

WHEREAS, neither the State of Michigan nor any of its individual political subdivisions possesses all the necessary resources to cope with every possible emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of the state and its political subdivisions; and

WHEREAS, the parties to this agreement have determined that it is in their collective best interests to develop and implement comprehensive preparedness plans and conduct joint exercises prior to a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: DEFINITIONS

1. **Agreement:** Michigan Emergency Management Assistance Compact (MEMAC).
2. **Assisting Party:** Any participating governmental entity furnishing equipment, services and/or personnel to a requesting party under this agreement.
3. **Authorized Representative:** The chief executive of a participating governmental entity, or his or her designee, who has written authorization to request, offer, or provide assistance under the terms of this agreement.
4. **Disaster:** An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders. (MCL 30.402(e))
5. **Emergency:** Any occasion or instance in which the governor determines state assistance is needed to supplement local efforts and capabilities to save lives, protect property and the public health and safety, or to lessen or avert the threat of a catastrophe in any part of the state. (MCL 30.402(h))
6. **Emergency Management Division:** The Michigan State Police Emergency Management Division (MSPEMD). (MCL 30.407a)
7. **Federal Emergency Management Agency (FEMA):** a former independent agency that became part of the new Department of Homeland Security in March 2003 - is tasked with responding to, planning for, recovering from and mitigating against disasters.
8. **Federally Recognized Tribal Nation:** A Native American Indian tribe located within the State of Michigan and recognized by the U.S. Department of Interior, Bureau of Indian Affairs.
9. **Interlocal Public Agency:** A governmental entity created by an agreement between other governmental entities pursuant to MCL 124.501 *et seq.*
10. **Local State of Emergency:** A proclamation or declaration by the chief executive official of a county or municipality that activates the response and recovery aspects

of all applicable local or interjurisdictional emergency operations plans and authorizes the furnishing of assistance under those plans. (MCL 30.402(j))

11. **Michigan Emergency Management Act:** P. A. 390 of 1976 as amended in 1990 and 2002. (MCL 30. 401 *et seq.*)
12. **Michigan Emergency Management Plan:** A comprehensive emergency management plan that the Emergency Management Division is required to prepare and maintain that includes mitigation, preparedness, response and recovery for the state. (MCL 30. 407a (2))
13. **Other Serious Threats to Public Health and Safety:** Other threats or incidents such as those described above as “disasters,” of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance, but for which no local, state or federal declaration of emergency or disaster is forthcoming or likely to result.
14. **Participating Government:** The State of Michigan, as well as any political subdivision that executes this agreement and supplies a complete, executed copy to the Emergency Management Division.
15. **Period of Assistance:** The period of time beginning with the departure of any personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance to the requesting party, and ending upon the return of all the assisting party’s personnel and equipment, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip during which the personnel of the assisting party are engaged in activities not reasonably necessary for their safe travel to or from the jurisdiction of the requesting party.
16. **Political Subdivision:** A county, municipality, school district or other governmental unit, agency, body, board or commission which is not a state department, board, commission or agency of state government. (MCL 30.402(n))
17. **Requesting Party:** Any participating governmental entity requesting and receiving emergency assistance under this agreement.
18. **Work or Work-Related Period:** Any period of time in which either the personnel or equipment of the assisting party are being used by or on behalf of the requesting party to provide emergency assistance, and for which the requesting party agrees to reimburse the assisting party. Specifically included within such work-related periods are reasonable meal or rest breaks, following which the personnel of the assisting party return to active emergency assistance work.

ARTICLE II: ELIGIBILITY AND PROCESS FOR PARTICIPATION

The State of Michigan, counties, municipalities, townships, political subdivisions, federally recognized tribal nations and interlocal public agencies of the State of Michigan may become a party to this agreement by executing a copy of this agreement and providing a copy with original signatures and authorizing resolution(s) to the Emergency Management Division. The list of authorized representatives for each participating governmental entity executing this agreement shall be attached as "Attachment A", and shall be updated as needed by means of written notification to the Emergency Management Division. Each participating government shall cooperate with the Emergency Management Division to the extent possible in providing requested information for the development of files or databases of relevant resources.

ARTICLE III: GENERAL IMPLEMENTATION PROCEDURES

When a participating government either becomes affected by, or is under imminent threat of, an emergency, disaster or other serious threat to public health and safety, an authorized representative of that entity may invoke this agreement by communicating a request for assistance by any practical means to the Emergency Management Division through the Michigan State Police Operations Desk, which is the central, 24-hour, emergency communications center for the State of Michigan. The Operations Desk shall immediately notify the Emergency Management Division of all such requests. Verbal requests shall be confirmed in writing within 24 hours of the original request. All requests for assistance under MEMAC must be made to the Emergency Management Division through the Operations Desk. Direct requests for assistance between or among participating governments shall be considered as activation of local or regional mutual aid or reciprocal aid agreements, and not MEMAC; however, this does not preclude later requests for MEMAC assistance through the prescribed system.

Requests for assistance under MEMAC shall be limited to emergencies, disasters or other serious threats to public health and safety. MEMAC is primarily intended to facilitate a comprehensive and coordinated response to major or widespread threats or catastrophic events for which a local and gubernatorial declaration of a state of emergency or disaster for the affected jurisdiction(s) are anticipated or already issued. However, nothing precludes a requesting agency from invoking MEMAC for emergencies, disasters or other serious threats to public health and safety in the absence of a formal emergency or disaster declaration at any level. MEMAC assistance shall not be requested by any participating government unless it is anticipated that the resources available within the jurisdiction or through other, preexisting local or regional mutual aid or reciprocal aid compacts or agreements will be exhausted, inadequate or overwhelmed in response to the threat or event being faced.

The Emergency Management Division shall coordinate MEMAC planning and training, and occasionally conduct exercises of MEMAC activation and operations as deemed necessary. Exercises shall be designed and conducted so as to minimize extraordinary expenses to the extent possible. Participating governments shall not receive reimbursement for exercises, training or planning pertaining to MEMAC unless approved by the Emergency Management Division from available state or federal funds authorized for such purposes.

The established emergency management system for the State of Michigan will be followed to the extent practicable in implementing MEMAC. An authorized representative of the affected participating government must make requests for assistance under this agreement. Municipalities without an appointed emergency management coordinator shall coordinate requests for MEMAC assistance or for other state or federal assistance with their respective county emergency management coordinators as soon as practicable. Local emergency management coordinators shall, in turn, coordinate their activities with the Emergency Management Division through the division's district coordinator assigned to that area. See "Attachment E" for Summary Implementation Guidelines.

A. Requests for Assistance under MEMAC: Participating governments invoking MEMAC as requesting parties shall provide the Emergency Management Division with the information set forth in Article III, Paragraph F. The division shall then assess its database of available and relevant resources; contact other participating governments or mobilize state assets for assistance; and coordinate the mobilization of assistance under this agreement.

Neither the Emergency Management Division nor the State of Michigan shall be responsible for any reimbursement or compensation costs associated with coordinating or facilitating such requests for assistance between or among participating governments, unless the Emergency Management Division is the requesting party on behalf of the State of Michigan. In all cases, the party receiving assistance shall be responsible for the costs incurred by any assisting party rendering aid under this agreement.

B. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements: Participating governments may, when faced with an emergency, disaster or other serious threat to public health and safety, invoke other, local or regional mutual aid or reciprocal aid compacts or agreements in lieu of, prior to, or in addition to, invoking MEMAC. Neither participation in nor requests for assistance under MEMAC shall preclude, supersede or negate the activation or the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements.

C. The State as Requesting Party: The state director of emergency management may, with the approval of the governor, invoke MEMAC as the requesting party on behalf of the State of Michigan when: the director believes and the governor concurs that the threat or actual occurrence of an emergency, disaster or other serious threat to public health and safety is so severe or widespread that it significantly affects the safety and welfare of the people of the State of Michigan; the governor has issued or is expected to issue a declaration of a state of emergency or disaster for the affected jurisdiction(s); and the combined resources of the affected jurisdiction(s) and the state would be exhausted, overwhelmed or inadequate to respond to the event without additional assistance from other participating governments. The director shall seek input from the Emergency Management Division and its district coordinators assigned in the affected area(s) in determining whether to invoke MEMAC on behalf of the state. The Emergency Management Division shall fulfill all the responsibilities pertaining to assessment, notification, organization, providing information and reimbursement on behalf of the state when the state is the requesting party under MEMAC.

D. Rights and Privileges: The provisions of the Michigan Emergency Management Act (P.A. 390 of 1976 Sec.11 as amended; MCL 30.411) shall apply when the personnel, equipment or other resources of any participating government respond as an assisting party and provide emergency assistance outside their respective jurisdictions under any MEMAC request, for purposes of tort liability, immunity, authority, and worker's disability compensation.

Sec. 11. (1) Personnel of disaster relief forces while on duty shall:

(a) If they are an employee of the state, have the powers, duties, rights, privileges, and immunities of and receive the compensation incidental to their employment.

(b) If they are employees of a county, municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.

(c) If they are not employees of the state, a county, municipality, or other governmental agency, be entitled to the same rights and immunities as are provided by law for the employees of the state. All personnel of disaster relief forces shall, while on duty, be subject to the operational control of the authority in charge of disaster relief activities in the area in which they are serving, and shall be reimbursed for all actual and necessary travel and subsistence expenses.

Nothing in this agreement, including participation or non-participation by any eligible governmental entities, shall abrogate or supersede the powers and authority of the governor or state director of emergency management under MCL 30.401 *et seq.* to

provide direct state assistance (i.e., personnel, equipment or other resources), or to order local political subdivisions of the State of Michigan to provide mutual aid to affected areas outside their own respective jurisdictions, regardless of whether MEMAC has been activated. Neither shall it supersede or abrogate the powers and authority of the state fire marshal under MCL 419.201 *et seq.* or Executive Order No. 2003-18, to mobilize and require the assistance of fire departments outside their respective jurisdictions in the event of emergencies that affect the safety and welfare of the people of Michigan. However, it is the intent of MEMAC to enhance preparedness and response capabilities statewide through voluntary participation and advance planning by the State of Michigan and its political subdivisions, thereby reducing the need for the governor or state police director to exercise their compulsory powers related to mutual aid on an *ad hoc* emergency basis as authorized by law.

E. No State, Division, or Signatory Liability: In no event shall the Emergency Management Division, the State of Michigan, or any signatory to this agreement be responsible for costs associated with emergency assistance under this agreement in the absence of appropriated funds or where such funding would be contrary to law.

F. Required Information: Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage or harm sustained or threatened;
2. Identification of the emergency service function(s) for which assistance is needed (e.g. fire service, law enforcement, emergency medical services, transportation, search and rescue, communications, public works, engineering, building, inspection, planning and information assistance, mass care, resource support, public health, etc.), and the particular type of assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed with a reasonable estimate of the length of time that each will be needed;
4. A proposed time and place for representatives of both the requesting and assisting parties to coordinate their activities and resources.

This information may be provided on the Assistance Request Form attached to this agreement as "Attachment B". The Emergency Management Division may subsequently and occasionally revise the format of "Attachment B" as needed. In that case, the division shall distribute copies of the revised form to all participating governments.

G. Duty to Assess Availability of Resources and Render Assistance: When contacted by the Emergency Management Division, the authorized representative(s) of any participating government shall assess their own situation to determine available personnel, equipment and other appropriate resources. It shall be the duty of each participating government to render all reasonably available assistance when requested under this agreement to the fullest extent possible and as expeditiously as possible.

However, a participating government may withhold, decline or refuse to provide any or all requested assistance even if available if such compliance would unreasonably jeopardize public health and safety, security or emergency response capabilities in its own jurisdiction. In such a case, an authorized representative of the participating government which has withheld or refused to provide requested assistance under MEMAC shall immediately notify the requesting party and the Emergency Management Division with an explanation, which shall be confirmed in writing to both the requesting party and the division within ten days.

An authorized representative of a participating government that agrees to provide assistance upon request under this agreement shall immediately communicate that assent and the information set forth in this Article III, Paragraph G below, to the extent known, to the Emergency Management Division by any means practicable. If the information is being provided in written form see Article III, Paragraph L for written acknowledgement guidelines.

1. A complete description of the personnel, equipment, and other resources to be furnished to the requesting party;
2. The estimated length of time that each of the personnel, equipment, and other resources will be available;
3. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when each type of the assistance to be provided will arrive at the location designated by the requesting party.

H. Standardized Incident Command System Required: All participating governments involved in MEMAC shall operate during exercises or actual activation pursuant to a standardized incident command system or unified command system (also known as incident management system) as currently endorsed and adopted by

the U.S. Fire Administration (USFA). Adoption of any alternate incident command system must be endorsed by a majority vote of a joint inter-service committee of public safety officials representing law enforcement, fire service, emergency medical service and emergency management, convened and chaired by the director of the Emergency Management Division.

- I. **Supervision and Control:** The personnel, equipment, and resources of any assisting party shall come and remain under the operational control of the incident commander from the time of arrival at the designated location for staging or response. Designated supervisory personnel of each assisting party shall retain direct supervision and control of their own personnel, equipment, and other resources. The incident commander shall assign work tasks to the supervisory personnel of each assisting party, who shall in turn assign work tasks and establish work schedules for their own personnel. In the event that two or more assisting parties combine to provide multijurisdictional teams or task forces according to their preexisting local or regional mutual aid compacts and operations, the supervisor(s) designated by the constituent jurisdictions shall exercise normal supervision and control of the team or task force as if it was an assisting party from a single jurisdiction.

Supervisory personnel of each assisting party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources they have furnished; and report work progress to the incident commander through appropriate channels. The personnel, equipment and other resources of any assisting party may be recalled to respond to emergencies, disasters or other serious threats to public health and safety within their own respective jurisdictions at any time. In such an event, the assisting parties being recalled shall, if possible, provide at least twenty-four hours' advance notice to the incident commander and the Emergency Management Division; otherwise, such notice shall be provided as soon as practicable.

When providers such as Emergency Medical Services, that require medical control supervision, render pre-hospital emergency medical care outside of their region under a MEMAC request they will operate under the authority of their own existing Medical Control Authority.

- J. **Food, Housing, & Self-Sufficiency:** Absent specific instructions or agreements to the contrary, the requesting party is ultimately responsible for providing safe and adequate food and housing for all assisting personnel during the entire period of assistance. However, recognizing that disasters and emergencies place

extraordinary demands and limitations on local resources and disrupt vital facilities and services in the stricken areas, it is expected that assisting parties should be self-sufficient to the extent possible. A requesting party may even specify that it will accept assistance only from assisting parties with self-sufficient personnel and resources.

- K. Communications:** Absent specific instructions or agreements to the contrary, the requesting party shall have the ultimate responsibility for coordinating communications among the personnel of the requesting and assisting parties. However, personnel, units, teams or task forces from each assisting party should be prepared to bring or obtain sufficient equipment for their own operations and communications needs.
- L. Written Acknowledgement:** Assisting parties shall respond to requests for assistance under this agreement by providing written acknowledgement to the requesting party and the Emergency Management Division as soon as practicable of the assistance to be rendered. This information may be provided on the Assistance Confirmation form attached to this agreement as "Attachment C". The Emergency Management Division may subsequently and occasionally revise the format of "Attachment C" as needed. In that case, the division shall distribute copies of the revised form to all participating governments.

ARTICLE IV: REIMBURSEMENT

The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise mutually agreed upon in writing by the requesting and assisting parties.

Nothing in this agreement, nor the activation of the provisions of this agreement, precludes the chief executive official of a participating government from requesting, through the Emergency Management Division, state and/or federal assistance, and/or the issuance of a gubernatorial or presidential declaration of emergency or disaster, according to the provisions of the Michigan Emergency Management Act and the federal Disaster Relief Act of 1974 (known as the Robert T. Stafford Act—Public Law 93-288, 88 Stat. 143), as amended by the Disaster Mitigation Act of 2000.

- A. Personnel:** During the period of assistance, each assisting party shall continue to pay its employees according to its then prevailing ordinances, rules, contracts and regulations. The requesting party shall reimburse each assisting party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP).

- B. Equipment:** The requesting party is obligated to reimburse each assisting party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or the current Schedule of Equipment Rates published by the Federal Emergency Management Agency (FEMA). See "Attachment D" for the current Schedule of Equipment Rates published by FEMA. For those instances in which costs are reimbursed by FEMA, the eligible direct costs shall be determined in accordance with 44 Code of Federal Regulations (CFR) 206.228. Each assisting party shall pay for all repairs to its own equipment as deemed necessary by its on-site supervisor(s) in order to maintain the equipment in safe operating condition. If practical, the requesting party may, upon request, provide fuel, miscellaneous supplies and minor repairs to assisting parties. The total equipment charges invoiced to the requesting party for reimbursement shall be reduced by the total value of fuel, supplies and repairs furnished by the requesting party, as well as by the amount of any insurance proceeds covering the damaged assets received by the assisting party as the result of covered losses from the event.
- C. Materials and Supplies:** The requesting party shall reimburse each assisting party for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness on the part of the assisting party involved. All assisting personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies they use during their response. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. As an alternative, the parties may agree that the requesting party will replace used or damaged materials and supplies with like kind and quality as acceptable to the assisting party.
- D. Record Keeping:** Each assisting party shall maintain records and submit invoices for reimbursement by the requesting party using the format used or required by FEMA publications, including 44 CFR Part 13, and applicable Office of Management and Budget (OMB) Circulars. Finance staff from both the requesting party and Emergency Management Division shall provide each assisting party with necessary information, directions and assistance for proper record keeping. In the event that the Emergency Management Division is invoiced as the requesting party on behalf of the state of Michigan under this agreement, all required documentation shall be provided to the division in accordance with the Michigan Emergency Management Act and the applicable administrative regulations.

E. Payment: Unless otherwise mutually agreed upon in writing by the requesting and assisting parties, each assisting party shall bill the requesting party for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The requesting party shall pay the invoice, or notify the billing party of any disputed items, as soon as practical. These time limits may be modified by mutual agreement.

The Emergency Management Division shall provide reimbursement for authorized expenses upon authorization from FEMA in the event of a presidential disaster declaration with public assistance provisions, or from the state disaster contingency fund under the provisions of MCL 30.419, or under such other law as may be applicable.

ARTICLE V: ARBITRATION OF DISPUTES REGARDING REIMBURSEMENT

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved in the following manner:

1. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific compact provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance. Representatives of both parties shall therefore meet within 30 days in an effort to resolve the dispute.
2. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in Section 1, either party may request that the controversy or claim be resolved through arbitration. Any arbitration under this provision shall be conducted under the commercial arbitration rules of the American Arbitration Association.
3. All parties shall bear their own costs of arbitration and attorney fees.
4. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

ARTICLE VI: INSURANCE

Each requesting and assisting party operating under this agreement shall bear the risk of its own actions as it would with normal, day-to-day operations, and determine for itself what kinds and amounts of insurance it should carry. The amount of reimbursement from any requesting party, or from any authorized state or federal

disaster relief funds, shall be reduced by the amount of any insurance proceeds covering the damaged assets that the requesting or assisting party collects as a result of losses experienced in rendering assistance pursuant to this agreement.

ARTICLE VII: LIABILITY

Requesting agencies shall not be responsible for the liability or the defense of the employees, volunteers, agents, and subcontractors, of the assisting parties.

ARTICLE VIII: LENGTH OF TIME FOR ACTIVATION UNDER MEMAC

Once a participating government has agreed and mobilized to respond as an assisting party under this agreement, the activation period may be terminated at any time by the requesting party if it is deemed that the threat or harm has subsided or outside resources and assistance are no longer needed. Otherwise, the period of obligation for assistance shall terminate no later than seven days after the initial activation regardless of whether there is a local or gubernatorial declaration of emergency or disaster, unless there is mutual agreement between or among the requesting and assisting parties to continue the activation for a specific number of days.

ARTICLE IX: SUPPLEMENTARY AGREEMENTS/ANNEXES

Specialized disciplines (e.g., fire service, EMS, HazMat response, etc.) may consider it necessary to develop supplementary agreements or annexes to MEMAC with more detailed plans or guidance for their response operations. Upon request, the Emergency Management Division shall convene and coordinate committees involving appropriate selected representatives from the discipline(s) involved to develop and promulgate such annexes or supplementary agreements.

All jurisdictions should note that when operating under an other than MEMAC mutual aid or reciprocal aid compact or agreement and it does not require the requesting parties to reimburse assisting parties, then the parties involved risk becoming ineligible for reimbursement from disaster relief or public assistance funds of the State of Michigan or federal government in the event of a gubernatorial and/or presidential disaster declaration. Also note that participating governments involved in MEMAC activation as assisting parties also risk becoming ineligible for reimbursement from disaster relief or public assistance funds of the State of Michigan or federal government if they make supplementary agreements in advance between or among themselves to waive reimbursement as required by this agreement.

ARTICLE X: TERM OF AGREEMENT AND PROCESS FOR WITHDRAWAL

This agreement shall be in effect for each participating government unless terminated

by advance written notice. Notice of termination or withdrawal from this agreement shall be made in writing and shall be served personally or by registered mail upon the director of the Emergency Management Division. Termination or withdrawal shall not be effective until thirty (30) days after the Emergency Management Division has received written notice. The termination or withdrawal from the agreement shall apply only to the participating government that has tendered the required notice; this agreement shall otherwise remain in full force and effect as to all other parties.

ARTICLE XI: IMPLEMENTATION OF MEMAC

This agreement shall become operative immediately upon its execution by any two eligible governmental entities, one of which may include the Emergency Management Division on behalf of the State of Michigan. It shall become effective for each successive signatory upon its execution by that political subdivision and receipt of the required legal documents by the Emergency Management Division, with no other actions required of any of the other participating governments.

ARTICLE XII: ROLE AND RESPONSIBILITIES OF THE EMERGENCY MANAGEMENT DIVISION

The role and responsibilities of the Emergency Management Division pertaining to MEMAC are to: administer and implement MEMAC; coordinate all exercises, planning and activation pertaining to MEMAC; maintain and update files or databases of participating governments and relevant documents; gather data pertaining to the relevant personnel, training, skills, equipment and other resources available from participating governments and serve as the central repository for files or databases of those resources; and fulfill the duties of notification, reimbursement, etc. when the State of Michigan is the requesting party under MEMAC. Nothing in this agreement herein shall be construed to limit the division from otherwise performing such duties and responsibilities as it may have under MCL 30.401 *et seq.*

ARTICLE XIII: SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should a court of competent jurisdiction rule any portion, section, or subsection of this agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection. All remaining portions and sections of this agreement not invalidated or nullified by a court ruling shall remain in full force and effect.

This agreement shall not be construed so as to make any other agreement, arrangement or contract, other than this agreement itself, binding on any parties to this agreement.

ARTICLE XIV: AMENDMENTS AND REVISIONS

Except as otherwise specified within this agreement, notice of any amendments or revisions of MEMAC must be made in writing to all participating governments by the Emergency Management Division, and shall only take effect for each participating government upon its acceptance and execution of an amended instrument promulgated by the division.

Nothing in this section shall be construed so as to prevent or restrict participating governments from making bilateral or multilateral agreements among themselves regarding matters where such agreements are specifically authorized or contemplated by pertinent sections of this agreement.

ARTICLE XV: PARTICIPATION IN EMAC

The State of Michigan is currently a participating member in the interstate Emergency Management Assistance Compact (EMAC) according to the provisions of MCL 3.991 *et seq.* In cases where the State of Michigan has received a request and agreed to provide assistance to another state, province or territory under EMAC, but lacks the particular personnel, equipment or other resources necessary, the state director of emergency management may, with the approval of the governor, invoke MEMAC with the state as requesting party in order to solicit assistance from other participating governments to respond as state assets outside the State of Michigan under EMAC. Such assistance under EMAC shall be completely voluntary on the part of local participating governments.

Personnel, equipment and other resources of assisting parties responding outside Michigan through the concurrent activation of MEMAC and EMAC shall be considered as state assets for the purposes of liability, immunity and worker's compensation. The State of Michigan shall also be responsible for reimbursement of costs to assisting parties according to the provisions of MEMAC. Assisting parties from local participating governments responding on behalf of the State of Michigan shall not be activated outside the state longer than seven days except by mutual agreement between the assisting parties and the state director of emergency management upon request from the affected EMAC jurisdiction.

Nothing herein shall be deemed to constitute either an obligation of future appropriations or a pledge of the credit of the State of Michigan or signatory to this agreement.

.....

IN WITNESS WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

For Jurisdiction of: _____

Printed Name: _____

Title: _____ **Date:** _____

Signature: _____

Attest:

Printed Name: _____

Title: _____ **Date:** _____

Signature: _____

Approved As To Form By Attorney For Signatory:

Printed Name: _____

Title: _____ **Date:** _____

Signature: _____

Attachment A

AUTHORIZED REPRESENTATIVES CONTACT INFORMATION
Michigan Emergency Management Assistance Compact

Date: _____

Name of Governmental Entity: _____

Mailing Address: _____

City, State, Zip Code: _____

Primary Representative: _____

Title: _____

24 hour Phone: _____ E-mail _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Fax: _____

1st Alternate Name: _____

Title: _____

24 hour Phone: _____ E-mail _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Fax: _____

2nd Alternate Name: _____

Title: _____

24 hour Phone: _____ E-mail _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Fax: _____

Attachment B

**MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT (MEMAC)
ASSISTANCE REQUEST FORM**

TO BE COMPLETED BY THE REQUESTING AGENCY
Type or print all information except signatures

Date:	Time:	From the Political Subdivision of:
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Contact Person:	Telephone: ()	FAX: ()
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Incident Requiring Assistance:

General Description of the Damage Sustained:

Type of Assistance/Resources Needed:

Date & Time Resources Are Needed:

Incident Base Location:

Apprcximate Return Date/Time for Resources:

Title:	Agency:
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Authorized Official's Name:	Authorized Official's Signature:
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Attachment C

**MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT (MEMAC)
ASSISTANCE CONFIRMATION FORM**

TO BE COMPLETED BY THE ASSISTING AGENCY
Type or print all information except signatures

Contact Person:	Telephone: ()	FAX: ()
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Type of Assistance Available:

Date & Time Resources Available:	From:	To:
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Logistics Required From Requesting Agency:

Date:	Time:	From the Political Subdivision of:
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Title:	Agency:
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Authorized Official's Name:	Authorized Official's Signature:
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Attachment D

**SCHEDULE OF EQUIPMENT RATES
FEDERAL EMERGENCY MANAGEMENT AGENCY
RESPONSE AND RECOVERY DIRECTORATE
INFRASTRUCTURE DIVISION
WASHINGTON, D.C. 20472**

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incident to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

Cost Code	Equipment	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	37 Ft	to 15	Articulated, Telescoping, Scissor.	hour	\$4.00
8491	Aerial Lift, Self-Propelled	60 Ft	to 30	Articulated, Telescoping, Scissor.	hour	\$11.00
8492	Aerial Lift, Self-Propelled	70 Ft	to 50	Articulated, Telescoping, Scissor.	hour	\$20.50
8493	Aerial Lift, Self-Propelled	125 Ft	to 85	Articulated and Telescoping.	hour	\$37.00
8494	Aerial Lift, Self-Propelled	150 Ft	to 130	Articulated and Telescoping.	hour	\$58.00
8486	Aerial Lift, Truck Mntd	25 Ft		Articulated and Telescoping.	hour	\$5.30
8487	Aerial Lift, Truck Mntd	50 Ft		Articulated and Telescoping.	hour	\$8.90
8488	Aerial Lift, Truck Mntd	75 Ft		Articulated and Telescoping.	hour	\$19.00
8489	Aerial Lift, Truck Mntd	100 Ft		Articulated and Telescoping.	hour	\$36.00
3010	Air Compressor	41 CFM	to 10	Hoses included.	hour	\$1.50
3011	Air Compressor	103 CFM	to 30	Hoses included.	hour	\$4.10
3012	Air Compressor	130 CFM	to 50	Hoses included.	hour	\$6.70
3013	Air Compressor	175 CFM	to 90	Hoses included.	hour	\$11.75
3014	Air Compressor	400 CFM	to 145	Hoses included.	hour	\$18.50
3015	Air Compressor	575 CFM	to 230	Hoses included.	hour	\$29.00
3016	Air Compressor	1100 CFM	to 355	Hoses included.	hour	\$43.00

8017	Air Compressor	1600 CFM	to 500	Hoses included.	hour	\$58.00
8020	Air Curtain Burner		to 50	In ground burner.	hour	\$5.40
8021	Air Curtain Burner		to 75	In ground burner.	hour	\$6.10
8022	Air Curtain Burner		to 100	In ground burner.	hour	\$6.90
8023	Air Curtain Burner		to 50	Above ground burner.	hour	\$7.30
8024	Air Curtain Burner		to 75	Above ground burner.	hour	\$9.70
8025	Air Curtain Burner		to 100	Above ground burner.	hour	\$12.75
8040	Ambulance		to 150		hour	\$16.50
8041	Ambulance		to 210		hour	\$25.00
8060	Auger, Portable	16 In	to 6		hour	\$1.10
8061	Auger, Portable	18 In	to 13		hour	\$2.50
8062	Auger, Tractor Mntd	36 In	to 13	Includes digger, boom & mounting hardware.	hour	\$1.75
8063	Auger, Truck Mntd	24 In	to 100	Guardrail post driver.	hour	\$25.00
8070	Automobile		to 130	Transporting people.	mile	\$0.37
8071	Automobile		to 130	Transporting cargo.	hour	\$7.60
8072	Automobile, Police		to 250	Patrolling.	mile	\$0.41
8073	Automobile, Police		to 250	Stationary with engine running.	hour	\$11.00
8110	Barge, Deck	120'x30'x7.25'			hour	\$24.50
8111	Barge, Deck	120'x45'x7'			hour	\$38.00
8112	Barge, Deck	140'x45'x7'			hour	\$51.00
8113	Barge, Deck	150'x45'x9'			hour	\$60.00
8115	Barge, Hopper	200'x35'x12'		Open	hour	\$45.00
8116	Barge, Hopper	200'x35'x12'		Closed	hour	\$52.00
8050	Board, Arrow		to 8	Trailer Mounted.	hour	\$2.80
8051	Board, Message		to 5	Trailer Mounted.	hour	\$8.40
8133	Boat, Push	45'x21'x6'	to 435	Flat hull.	hour	\$128.00
8134	Boat, Push	54'x21'x6'	to 525	Flat hull.	hour	\$144.00
8135	Boat, Push	58'x24'x7.5'	to 705	Flat hull.	hour	\$176.00
8136	Boat, Push	64'x25'x8'	to 870	Flat hull.	hour	\$206.00
8130	Boat, Row			Heavy duty.	hour	\$0.85
8131	Boat, Runabout	13'x5'	to 50	Outboard.	hour	\$9.30
8132	Boat, Tender	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$20.50
8120	Boat, Tow	55'x20'x5'	to 870	Steel.	hour	\$157.00
8121	Boat, Tow	60'x21'x5'	to 1050	Steel.	hour	\$248.00
8122	Boat, Tow	70'x30'x7.5'	to 1350	Steel.	hour	\$369.00
8123	Boat, Tow	120'x34'x8'	to 2000	Steel.	hour	\$559.00
8140	Boat, Tug	16 Ft	to 100		hour	\$23.00
8141	Boat, Tug	18 Ft	to 175		hour	\$35.00
8142	Boat, Tug	26 Ft	to 250		hour	\$44.00
8143	Boat, Tug	40 Ft	to 380		hour	\$109.00
8144	Boat, Tug	51 Ft	to 700		hour	\$153.00
8420	Breaker, Pavement		to 70		hour	\$25.50
8421	Breaker, Pavement		to 105		hour	\$34.00
8422	Breaker, Pavement		to 137		hour	\$42.00
8150	Broom, Pavement	72 In	to 20		hour	\$7.80
8151	Broom, Pavement	84 In	to 45		hour	\$11.75

8152	Broom, Pavement	96 In	to 100		hour	\$14.50
8153	Broom, Pavement, Mntd	72 In	to 18		hour	\$5.50
8154	Broom, Pavement, Pull	84 In	to 20		hour	\$7.50
8270	Bucket, Clamshell	1.0 CY		Includes teeth.	hour	\$4.00
8271	Bucket, Clamshell	2.5 CY		Includes teeth.	hour	\$7.10
8272	Bucket, Clamshell	5.0 CY		Includes teeth.	hour	\$11.75
8273	Bucket, Clamshell	7.5 CY		Includes teeth.	hour	\$16.00
8275	Bucket, Dragline	2.0 CY			hour	\$3.25
8276	Bucket, Dragline	5.0 CY			hour	\$6.80
8277	Bucket, Dragline	10 CY			hour	\$11.25
8278	Bucket, Dragline	14 CY			hour	\$13.25
8180	Bus		to 150		hour	\$11.50
8181	Bus		to 210		hour	\$17.75
8182	Bus		to 300		hour	\$24.00
8190	Chain Saw	16 In			hour	\$1.25
8191	Chain Saw	25 In			hour	\$2.45
8192	Chain Saw, Pole	18 In			hour	\$1.65
8200	Chipper, Brush	6 In	to 35	Trailer Mounted.	hour	\$10.75
8201	Chipper, Brush	12 In	to 65	Trailer Mounted.	hour	\$14.25
8202	Chipper, Brush	16 In	to 100	Trailer Mounted.	hour	\$18.25
8203	Chipper, Brush	18 In	to 125	Trailer Mounted.	hour	\$21.50
8204	Chipper, Brush	18 In	to 200	Trailer Mounted.	hour	\$31.00
8205	Chipper, Brush	19 In	to 300	Trailer Mounted.	hour	\$45.00
8206	Chipper, Brush	19 In	to 450	Trailer Mounted.	hour	\$68.00
8207	Chipper, Brush		to 650	Trailer Mounted.	hour	\$103.00
8210	Clamshell & Dragline		to 100	Bucket not included.	hour	\$64.00
8211	Clamshell & Dragline		to 155	Bucket not included.	hour	\$86.00
8212	Clamshell & Dragline		to 235	Bucket not included.	hour	\$117.00
8213	Clamshell & Dragline		to 350	Bucket not included.	hour	\$159.00
8214	Clamshell & Dragline		to 530	Bucket not included.	hour	\$221.00
8215	Clamshell & Dragline		to 800	Bucket not included.	hour	\$305.00
8712	Cleaner, Sewer/Catch Basin	5 CY		Truck Mounted.	hour	\$17.25
8713	Cleaner, Sewer/Catch Basin	14 CY		Truck Mounted.	hour	\$22.00
8220	Compactor		to 10		hour	\$7.90
8221	Compactor		to 45		hour	\$13.75
8222	Compactor		to 75		hour	\$19.75
8223	Compactor		to 95		hour	\$24.00
8224	Compactor		to 150		hour	\$38.00
8225	Compactor		to 235		hour	\$63.00
8226	Compactor		to 335		hour	\$101.00
8227	Compactor		to 535		hour	\$200.00
8228	Compactor, towed		to 15		hour	\$14.00
8229	Compactor, towed		to 50		hour	\$35.00
8230	Compactor, towed		to 100		hour	\$60.00
8500	Crane	8 MT	to 80		hour	\$25.50
8501	Crane	15 MT	to 150		hour	\$38.00

8502	Crane	27 MT	to 200		hour	\$58.00
8503	Crane	45 MT	to 300		hour	\$87.00
8504	Crane	70 MT	to 350		hour	\$126.00
8505	Crane	110 MT	to 450		hour	\$182.00
8496	Crane, Truck Mntd	17600 Lbs			hour	\$22.00
8497	Crane, Truck Mntd	33000 Lbs			hour	\$32.00
8498	Crane, Truck Mntd	60000 Lbs			hour	\$49.00
8499	Crane, Truck Mntd	120000 Lbs			hour	\$86.00
8195	Cutter, Brush	8 ft	to 150			\$69.00
8196	Cutter, Brush	8 ft	to 190			\$76.00
8197	Cutter, Brush	10 ft	to 245			\$85.00
8670	Derrick, Hydraulic Digger	55 Ft		Includes hydraulic pole alignment attachment.	hour	\$32.00
8671	Derrick, Hydraulic Digger	75 Ft		Includes hydraulic pole alignment attachment.	hour	\$34.00
3672	Derrick, Hydraulic Digger	95 Ft		Includes hydraulic pole alignment attachment.	hour	\$36.00
3580	Distributor, Asphalt	500 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$9.50
8581	Distributor, Asphalt	1000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$14.00
3250	Dozer, Crawler		to 65		hour	\$26.50
3251	Dozer, Crawler		to 105		hour	\$34.00
3252	Dozer, Crawler		to 160		hour	\$46.00
3253	Dozer, Crawler		to 245		hour	\$67.00
8254	Dozer, Crawler		to 375		hour	\$104.00
3255	Dozer, Crawler		to 565		hour	\$171.00
3256	Dozer, Crawler		to 850		hour	\$298.00
3260	Dozer, Wheel		to 260		hour	\$44.00
3261	Dozer, Wheel		to 335		hour	\$52.00
3262	Dozer, Wheel		to 445		hour	\$66.00
3263	Dozer, Wheel		to 615		hour	\$96.00
3280	Excavator, Hydraulic	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$19.50
3281	Excavator, Hydraulic	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$33.00
3282	Excavator, Hydraulic	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$55.00
8283	Excavator, Hydraulic	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$88.00
8284	Excavator, Hydraulic	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$138.00
3285	Excavator, Hydraulic	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$215.00
8286	Excavator, Hydraulic	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$338.00

8240	Feeder, Grizzly		to 35		hour	\$18.75
8241	Feeder, Grizzly		to 55		hour	\$28.50
8242	Feeder, Grizzly		to 75		hour	\$45.00
8300	Fork Lift	6000 Lbs	to 60		hour	\$7.80
8301	Fork Lift	12000 Lbs	to 90		hour	\$11.00
8302	Fork Lift	18000 Lbs	to 140		hour	\$18.25
8303	Fork Lift	50000 Lbs	to 215		hour	\$33.00
8310	Generator	5.5 KW	to 10		hour	\$2.65
8311	Generator	16 KW	to 25		hour	\$5.90
8312	Generator	43 KW	to 65		hour	\$12.50
8313	Generator	85 KW	to 125		hour	\$18.25
8314	Generator	140 KW	to 200		hour	\$25.50
8315	Generator	210 KW	to 300		hour	\$36.00
8316	Generator	280 KW	to 400		hour	\$46.00
8317	Generator	350 KW	to 500		hour	\$56.00
8318	Generator	530 KW	to 750		hour	\$82.00
8319	Generator	710 KW	to 1000		hour	\$109.00
8320	Generator	1100 KW	to 1500		hour	\$166.00
8321	Generator	1500 KW	to 2000		hour	\$226.00
8322	Generator	1900 KW	to 2500		hour	\$280.00
8323	Generator	2400 KW	to 3000		hour	\$335.00
8755	Golf Cart	2 person			hour	\$2.15
8330	Graders	8 Ft	to 50	Includes Rigid and Articulate equipment.	hour	\$20.50
8331	Graders	10 Ft	to 100	Includes Rigid and Articulate equipment.	hour	\$27.00
8332	Graders	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$35.00
8333	Graders	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$49.00
8350	Hose, Discharge	3 In	Per 25 foot length. Includes couplings.		hour	\$0.15
8351	Hose, Discharge	4 In	Per 25 foot length. Includes couplings.		hour	\$0.20
8352	Hose, Discharge	6 In	Per 25 foot length. Includes couplings.		hour	\$0.35
8353	Hose, Discharge	8 In	Per 25 foot length. Includes couplings.		hour	\$0.55
8354	Hose, Discharge	12 In	Per 25 foot length. Includes couplings.		hour	\$1.10
8355	Hose, Discharge	16 In	Per 25 foot length. Includes couplings.		hour	\$1.85
8356	Hose, Suction	3 In	Per 25 foot length. Includes couplings.		hour	\$0.20
8357	Hose, Suction	4 In	Per 25 foot length. Includes couplings.		hour	\$0.30
8358	Hose, Suction	6 In	Per 25 foot length. Includes couplings.		hour	\$0.50
8359	Hose, Suction	8 In	Per 25 foot length. Includes couplings.		hour	\$0.80
8360	Hose, Suction	12 In	Per 25 foot length. Includes couplings.		hour	\$1.75
8361	Hose, Suction	16 In	Per 25 foot length. Includes couplings.		hour	\$3.10
8517	Jackhammer (Dry)	25-45 Lbs			hour	\$1.05
8518	Jackhammer (Wet)	30-55 Lbs			hour	\$1.20
8380	Loader, Crawler	0.5 CY	to 32	Includes bucket.	hour	\$11.75
8381	Loader, Crawler	1 CY	to 60	Includes bucket.	hour	\$20.50
8382	Loader, Crawler	2 CY	to 118	Includes bucket.	hour	\$40.00
8383	Loader, Crawler	3 CY	to 178	Includes bucket.	hour	\$63.00
8384	Loader, Crawler	4 CY	to 238	Includes bucket.	hour	\$88.00

8385	Loader, Crawler	5 CY	to 300	Includes bucket.	hour	\$118.00
8540	Loader, Skid-Steer	1000 Lbs	to 35		hour	\$10.50
8541	Loader, Skid-Steer	2000 Lbs	to 65		hour	\$14.25
8542	Loader, Skid-Steer	3000 Lbs	to 85		hour	\$16.00
8543	Loader, Skid-Steer	4000 Lbs	to 94		hour	\$16.50
8401	Loader, Tractor, Wheel		to 81		hour	\$14.25
8390	Loader, Wheel	0.5 CY	to 38		hour	\$11.25
8391	Loader, Wheel	1 CY	to 60		hour	\$14.00
8392	Loader, Wheel	2 CY	to 105		hour	\$20.50
8393	Loader, Wheel	3 CY	to 152		hour	\$27.50
8394	Loader, Wheel	4 CY	to 200		hour	\$35.00
8395	Loader, Wheel	5 CY	to 250		hour	\$43.00
8396	Loader, Wheel	6 CY	to 305		hour	\$53.00
8397	Loader, Wheel	7 CY	to 360		hour	\$64.00
8398	Loader, Wheel	8 CY	to 415		hour	\$75.00
8399	Loader, Wheel	9 CY	to 470		hour	\$86.00
8400	Loader, Wheel	10 CY	to 530		hour	\$100.00
8570	Loader-Backhoe, Wheel	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$10.50
8571	Loader-Backhoe, Wheel	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$16.00
8572	Loader-Backhoe, Wheel	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$23.00
8573	Loader-Backhoe, Wheel	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$30.00
8410	Mixer, Concrete Portable	10 Cft			hour	\$2.50
8411	Mixer, Concrete Portable	16 Cft			hour	\$3.75
8412	Mixer, Concrete, Trailer Mntd	11 Cft	to 10		hour	\$8.70
8413	Mixer, Concrete, Trailer Mntd	16 Cft	to 25		hour	\$13.25
8075	Motorcycle, Police				mile	\$0.29
8633	Mulcher, Trailer Mntd	7 TPH	to 35		hour	\$7.90
8634	Mulcher, Trailer Mntd	10 TPH	to 55		hour	\$11.50
8635	Mulcher, Trailer Mntd	20 TPH	to 120		hour	\$16.75
8430	Paver, Asphalt		to 50	Includes wheel and crawler equipment.	hour	\$37.00
8431	Paver, Asphalt		to 75	Includes wheel and crawler equipment.	hour	\$56.00
8432	Paver, Asphalt		to 125	Includes wheel and crawler equipment.	hour	\$88.00
8433	Paver, Asphalt		to 175	Includes wheel and crawler equipment.	hour	\$113.00
8434	Paver, Asphalt		to 250	Includes wheel and crawler equipment.	hour	\$136.00
8436	Pick-up, Asphalt		to 110			\$52.00
8437	Pick-up, Asphalt		to 150			\$72.00

8438	Pick-up, Asphalt		to 200			\$97.00
8439	Pick-up, Asphalt		to 275			\$135.00
8660	Plow, Cable	18 in	to 30			\$7.50
8661	Plow, Cable	36 in	to 65			\$15.75
8662	Plow, Cable	48 in	to 110			\$25.00
8450	Plow, Grader Mntd	to 10 Ft			hour	\$18.50
8451	Plow, Grader Mntd	to 14 Ft			hour	\$25.00
8452	Plow, Truck Mntd	to 15 Ft			hour	\$13.50
8453	Plow, Truck Mntd	to 15 Ft		With leveling wing.	hour	\$20.00
8470	Pump		to 3	Hoses not included.	hour	\$2.55
8471	Pump		to 6	Hoses not included.	hour	\$3.30
8472	Pump		to 10	Hoses not included.	hour	\$4.25
8473	Pump		to 15	Hoses not included.	hour	\$5.40
8474	Pump		to 25	Hoses not included.	hour	\$7.60
8475	Pump		to 40	Hoses not included.	hour	\$10.75
8476	Pump		to 60	Hoses not included.	hour	\$14.75
8477	Pump		to 95	Hoses not included.	hour	\$20.50
8478	Pump		to 140	Hoses not included.	hour	\$26.50
8479	Pump		to 200	Hoses not included.	hour	\$31.00
8463	Pump Extender	20 Ft			hour	\$1.20
8460	Pump, W/O Power	6 In			hour	\$2.25
8461	Pump, W/O Power	12 In			hour	\$2.95
8462	Pump, W/O Power	24 In			hour	\$7.00
8510	Saw, Concrete	14 In	to 14		hour	\$4.00
8511	Saw, Concrete	26 In	to 35		hour	\$9.10
8512	Saw, Concrete	48 In	to 65		hour	\$15.50
8513	Saw, Rock		to 65		hour	\$25.00
8514	Saw, Rock		to 90		hour	\$33.00
8515	Saw, Rock		to 120		hour	\$45.00
8520	Scraper	11 CY	to 175		hour	\$71.00
8521	Scraper	16 CY	to 250		hour	\$92.00
8522	Scraper	23 CY	to 365		hour	\$120.00
8523	Scraper	34 CY	to 475		hour	\$145.00
8524	Scraper	44 CY	to 600		hour	\$172.00
8560	Snow Blower	2,000 Tph	to 400		hour	\$121.00
8561	Snow Blower	2,500 Tph	to 500		hour	\$134.00
8562	Snow Blower	3,500 Tph	to 600		hour	\$153.00
8550	Snow Blower, Truck Mntd	600 Tph	to 75		hour	\$33.00
8551	Snow Blower, Truck Mntd	1100 Tph	to 150		hour	\$52.00
8552	Snow Blower, Truck Mntd	1600 Tph	to 250		hour	\$77.00
8553	Snow Blower, Truck Mntd	2500 Tph	to 400		hour	\$109.00
8630	Sprayer, Seed	750 Gal	to 30	Trailer & truck mounted.	hour	\$8.80
8631	Sprayer, Seed	1250 Gal	to 50	Trailer & truck mounted.	hour	\$11.00
8632	Sprayer, Seed	3500 Gal	to 115	Trailer & truck mounted.	hour	\$17.00
8458	Spreader, Chemical	5 CY	to 4	Trailer & truck mounted.	hour	\$3.65

8423	Spreader, Chip	12.5 Ft	to 152		hour	\$40.00
8424	Spreader, Chip	16.5 Ft	to 215		hour	\$53.00
8425	Spreader, Chip, Mntd	8 Ft	to 8	Trailer & truck mounted.	hour	\$2.85
8455	Spreader, Sand	Tailgate, Chassis			hour	\$3.85
8456	Spreader, Sand	Dump Body			hour	\$5.50
8457	Spreader, Sand	Truck (10yd)			hour	\$7.70
8440	Striper	40 Gal	to 22		hour	\$11.75
8441	Striper	90 Gal	to 60		hour	\$16.75
8442	Striper	120 Gal	to 122		hour	\$33.00
8445	Striper, Truck Mntd	120 Gal	to 460		hour	\$51.00
8446	Striper, Walk-behind	12 Gal			hour	\$2.75
8157	Sweeper, Pavement		to 110		hour	\$38.00
8158	Sweeper, Pavement		to 150		hour	\$43.00
8159	Sweeper, Pavement		to 200		hour	\$50.00
8590	Trailer, Dump	20 CY	Does not include Prime Mover.		hour	\$16.75
8591	Trailer, Dump	30 CY	Does not include Prime Mover.		hour	\$25.50
8592	Trailer, Dump	40 CY	Does not include Prime Mover.		hour	\$34.00
8600	Trailer, Equipment	30 Tons			hour	\$9.70
8601	Trailer, Equipment	40 Tons			hour	\$11.25
8602	Trailer, Equipment	60 Tons			hour	\$13.50
8640	Trailer, Office	8' x 24'			hour	\$1.55
8641	Trailer, Office	8' x 32'			hour	\$1.85
8642	Trailer, Office	10' x 32'			hour	\$2.30
8610	Trailer, Water	4000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$10.50
8611	Trailer, Water	6000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$12.25
8612	Trailer, Water	10000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$15.25
8613	Trailer, Water	14000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$18.50
8650	Trencher		to 35	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$11.75
8651	Trencher		to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$27.50
8652	Trencher		to 115	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$37.00
8653	Trencher		to 175	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$55.00
8290	Trowel, Concrete	90 In	to 25		hour	\$9.00
8291	Trowel, Concrete	100 In	to 38		hour	\$14.00

8810	Truck, Bucket		Add Flatbed Truck to Truck Mounted Aerial Lift.			
8811	Truck, Cleaning		Add Flatbed Truck to Sewer Cleaner.			
8680	Truck, Concrete Mixer	10 CY	to 255		hour	\$58.00
8681	Truck, Concrete Mixer	13 CY	to 300		hour	\$67.00
8720	Truck, Dump	8 CY	to 210		hour	\$21.00
8721	Truck, Dump	10 CY	to 235		hour	\$24.00
8722	Truck, Dump	12 CY	to 255		hour	\$27.00
8723	Truck, Dump	18 CY	to 330		hour	\$40.00
8724	Truck, Dump	28 CY	to 400		hour	\$66.00
8725	Truck, Dump	40 CY	to 460		hour	\$72.00
8726	Truck, Dump	50 CY	to 620		hour	\$90.00
8690	Truck, Fire	1000 GPM			hour	\$44.00
8691	Truck, Fire	1250 GPM			hour	\$46.00
8692	Truck, Fire	1500 GPM			hour	\$59.00
8693	Truck, Fire	2000 GPM			hour	\$64.00
8700	Truck, Flatbed	15000 Lbs	to 150		hour	\$11.25
8701	Truck, Flatbed	25000 Lbs	to 180		hour	\$13.75
8702	Truck, Flatbed	30000 Lbs	to 215		hour	\$17.75
8703	Truck, Flatbed	45000 Lbs	to 250		hour	\$23.00
8704	Truck, Flatbed	50000 Lbs	to 300		hour	\$28.00
8705	Truck, Flatbed		to 375		hour	\$34.00
8706	Truck, Flatbed		to 450		hour	\$40.00
8730	Truck, Garbage	25 CY	to 255		hour	\$31.00
8731	Truck, Garbage	32 CY	to 325		hour	\$38.00
8812	Truck, Knuckle Boom		Add Flatbed Truck to Truck Mounted Crane.			
8813	Truck, Ladder		Add Flatbed Truck to Truck Mounted Aerial Lift.			
8814	Truck, Line		Add Flatbed Truck to Hydraulic Digger Derrick.			
8800	Truck, Pickup		to 130	When transporting people.	mile	\$0.33
8801	Truck, Pickup		to 130		hour	\$7.40
8802	Truck, Pickup		to 180		hour	\$9.30
8803	Truck, Pickup		to 230		hour	\$11.75
8804	Truck, Pickup		to 280		hour	\$14.75
8790	Truck, Tractor		to 210		hour	\$22.00
8791	Truck, Tractor		to 265		hour	\$28.50
8792	Truck, Tractor		to 310		hour	\$32.00
8793	Truck, Tractor		to 350		hour	\$35.00
8780	Truck, Water	2500 Gal	to 175	Include pump and rear spray system.	hour	\$20.50
8781	Truck, Water	4000 Gal	to 250	Include pump and rear spray system.	hour	\$29.00
8620	Tub Grinder		to 400		hour	\$61.00
8621	Tub Grinder		to 500		hour	\$74.00
8622	Tub Grinder		to 600		hour	\$86.00

8623	Tub Grinder		to 700		hour	\$98.00
8624	Tub Grinder		to 800		hour	\$110.00
8625	Tub Grinder		to 900		hour	\$122.00
8626	Tub Grinder		to 1000		hour	\$133.00
8753	Vehicle, Recreational		to 10		hour	\$2.15
8750	Vehicle, Small		to 30		hour	\$4.10
8760	Vibrator, Concrete		to 4		hour	\$1.00
8761	Vibrator, Concrete		to 8		hour	\$1.95
8770	Welder, Portable		to 16	Includes ground cable and lead cable.	hour	\$3.05
8771	Welder, Portable		to 34	Includes ground cable and lead cable.	hour	\$6.20
8772	Welder, Portable		to 50	Includes ground cable and lead cable.	hour	\$8.70
8773	Welder, Portable		to 80	Includes ground cable and lead cable.	hour	\$12.50

Appendix to FEMA Schedule of Equipment Rates: Aircraft Rates

The rates for helicopters and airplanes have not been included in the FEMA Schedule of Equipment Rates because the procedures for developing aircraft rates are different from procedures for other equipment. The procedure for helicopters and airplanes is given below, along with examples.

Components of Aircraft Rates

The components required for developing an aircraft rate include:

- the year the equipment was purchased by the applicant;
- the purchase price at that time, including any cost to make the equipment operational;
- the average hours of operation for the last three non-disaster years; and
- the shaft horsepower for continuous operation (this is not the takeoff horsepower).

Ownership

To obtain the yearly depreciation, divide the purchase price of the equipment, including any cost to make the equipment operational, by 15 years. This is an industry standard. Occasionally, an applicant will obtain equipment for \$0 and in such a case the depreciation would be \$0. If a cost was incurred to make the equipment operational, depreciation would be based on that cost.

The next step is to determine overhead costs. These costs are determined by multiplying the depreciation by 25 percent. Overhead and depreciation should then be added. The average three-year usage for non-disaster years should then be determined. If this usage is not available, use 1200 hours. To determine the ownership cost, divide the sum of depreciation and overhead by the three-year average hours of operation to obtain the hourly cost. Overhead of \$0.02 per horsepower (minimum of \$4.00) should be included for equipment over 15 years or equipment obtained at no cost.

Operational Costs

For the operation and maintenance cost, multiply the horsepower by \$0.50 to obtain the operational costs.

Equipment Rate

The combination of the ownership and operational costs is the equipment rate.

Example 1

Aircraft data:

1990 Cost = \$150,000
Shaft Horsepower = 200 hp
Average 3-year operation = 600 hours

Ownership:

Depreciation $\$150,000/15 \text{ years} = \$10,000$
Overhead $25\% \times \$10,060 = \$ 2,500$
Total = \$12,500
 $\$12,500/600 \text{ hours} = \21 (rounded)

Operational:

$200 \text{ hp} \times \$0.50 = \100
Total rate (ownership + operational) = \$121

Example 2

Aircraft data:

1980 Cost = \$150,000
Shaft Horsepower = 300 hp
Average 3-year operation = 600 hours

Ownership:

Depreciation = \$0
Overhead $\$0.02 \times 300 = \6
Total = \$6

Operational:

$300 \text{ hp} \times \$0.50 = \150.00
Total rate (ownership + operational) = \$156

Example 3

Aircraft data:

1985 cost = \$0
Cost to make equipment operational = \$30,000
Shaft horsepower = 400 hp
Average 3-year operation is unknown

Ownership:

Depreciation $\$30,000/15 = \2000
Overhead $25\% \times \$2000 = \$ 500$
Use minimum of \$4 for overhead, since overhead $\$500/1200 \text{ hours}$ would be less than \$4.00.
Calculate depreciation separately.
Depreciation $\$2000/1200 \text{ hours} = \2
Overhead = \$4
Total = \$6

Operational:

$400 \text{ hp} \times \$0.50 = \200.00
Total rate (ownership + operational) = \$206

Attachment E

Summary Implementation Guidelines Michigan Emergency Management Assistance Compact

Introduction

The *Michigan Emergency Management Assistance Compact* (MEMAC) was developed to assist public subdivisions of the State of Michigan to more effectively and efficiently exchange services and resources, especially in response to a major disaster where assistance needs to be provided from one area of the state to another. The MEMAC establishes procedures to request mutual assistance for the State of Michigan and any participating government that becomes affected by, or is under imminent threat of, a disaster, emergency, or other serious threat to public health and safety. It also sets forth the terms and conditions governing reimbursement for assistance rendered by participating governments and resolves issues concerning the insurance and liability coverage of emergency workers when responding from one locality to another. It is also important to note that the MEMAC takes full advantage of opportunities for state/federal reimbursement of eligible costs.

How to become a participating member of the MEMAC

Counties, municipalities, townships, political subdivisions, and interlocal public agencies can become a party to the MEMAC by submitting the following to the Emergency Management Division;

1. An original signed copy of the Compact/Agreement.
2. A resolution authorizing MEMAC participation. (see page 4 for sample)
3. Letters describing the types and the amounts of insurance carried by the entity. Each participating government is expected to maintain insurance for its own exposures regarding the following;
 - public officials
 - law enforcement
 - general
 - automobile liability
 - workers' disability compensation

The Compact/Agreement will be in effect upon execution by the initial participating governments. No action is required of current signatories when additional signatories are added and the Compact shall stay in effect indefinitely. A participating government may, however, terminate its involvement in the MEMAC by providing 30 days advance written notice to the Emergency Management Division.

How to request assistance

A participating government can implement the Compact when it either becomes affected by, or is under imminent threat of a disaster, emergency, or other serious threat to public health and safety. An authorized representative of the requesting agency may invoke this agreement by communicating a request for assistance by any practical means to the Emergency Management Division through the Michigan State Police Operations Desk, which is the central, 24-hour, emergency communications center for the State of Michigan [800.993.4677]. The Operations Desk shall immediately notify the Emergency Management Division of all such requests. Verbal requests shall be confirmed in writing within 24 hours of the original request.

All requests for mutual assistance shall be accompanied by the required information outlined in the Assistance Request (MEMAC Attachment B) and includes the following information:

1. A general description of the damage or harm sustained or threatened;
2. Identification of the emergency service function(s) for which assistance is needed (e.g. fire service, law enforcement, emergency medical services, transportation, search and rescue, communications, public works, engineering, building, inspection, planning and information assistance, mass care, resource support, public health, etc.), and the particular type of assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed with a reasonable estimate of the length of time that each will be needed;
4. A proposed time and place for representatives of both the requesting and assisting parties to coordinate their activities and resources.

NOTE: Any participating government shall not request mutual assistance unless they determine resources available within the affected jurisdiction to be inadequate.

How to provide assistance when requested

Upon receiving a request for assistance, a participating government of the MEMAC should assess its personnel, equipment, and other resources to determine the extent to which it will be able to render assistance. Assisting parties shall respond to requests for assistance under this agreement by providing written acknowledgement of the assistance to be rendered to the requesting party and the Emergency Management Division as soon as practicable. The recommended format for this acknowledgment is attached as "Attachment C" and includes the following information:

1. A complete description of the personnel, equipment, and other resources to be furnished to the requesting party.
2. The estimated lengths of time that each of the personnel, equipment, and other resources will be available.
3. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished.
4. The name of the person or persons to be designated as supervisory personnel.

How reimbursement works

The assisting party shall submit an itemized invoice for all eligible expenses to the requesting party within 60 days following the period of assistance. The requesting party shall reimburse the assisting party for all eligible expenses, or advise of any disputed items, within 60 days following the billing date.

MEMAC Key Points

1. Provides form and structure setting forth common procedures and expectations.
2. Solves potential problems and concerns related to liability, insurance, and reimbursement up-front.
3. Has the active support of all local government management and professional emergency responder member organizations statewide.
4. Provides for the reimbursement of all eligible costs from the requesting party to the assisting party.
5. Supports the subsequent reimbursement of eligible costs from the federal government to the requesting party, in the event of a federal disaster declaration.
6. The MEMAC is supplemental to, and does not affect, existing day-to-day mutual aid/assistance agreements between adjacent or nearby localities.
7. Mutual assistance under MEMAC may be enacted even if you have utilized/enacted an existing local mutual aid agreement.
8. It may be useful to insert some language within your existing local mutual aid agreements as follows:

“When the financial burden of supplying local mutual aid surpasses our budgetary capacity we may mutually agree to transition to enacting the MEMAC for mutual assistance purposes.”

Sample Authorizing Resolution for Michigan Emergency Management Assistance Compact

Resolution # _____

WHEREAS, the State of Michigan Emergency Management Act, Act 390 of the Public Acts of 1976, as amended M.C.L. 30.401 et.seq. authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Act 390 of the Public Acts of 1976, as amended among political subdivisions within the State;

NOW, THEREFORE, be it resolved by _____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Michigan Emergency Management Assistance Compact which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution/Ordinance adopted by _____ on _____

BY: _____

TITLE: _____

DATE: _____

NOTES

NOTES