



**CITY of NOVI CITY COUNCIL**

**Agenda Item G  
September 22, 2014**

**SUBJECT:** Adoption of resolution and approval of agreement to authorize membership in the Michigan Water/Wastewater Agency Response Network (MiWARN).

**SUBMITTING DEPARTMENTS:** Department of Public Services, Water and Sewer Division

**CITY MANAGER APPROVAL:** *PA* *TRK*

**BACKGROUND INFORMATION:** *PA*

As part of a recent functional exercise facilitated by the Michigan Department of Environmental Quality (MDEQ), the DPS's Water and Sewer Division established the goal of improving resource allocation through establishment of mutual aid agreements with surrounding communities to share resources during emergency situations. To meet this goal, the Water and Sewer Division proposes to formalize membership with the Michigan Water/Wastewater Agency Response Network (MiWARN). The mutual aid and assistance agreement, facilitated through MiWARN, provides mutual assistance in the form of supplies, equipment, and personnel when requested by another member community as a result of a natural or man-made emergency that disrupts a member's utility operations or facilities. Joining MiWARN would improve resource allocation by enabling mutual aid assistance from fourteen other Michigan communities. A detailed description of MiWARN is provided in the attached July 24, 2014 off-week memorandum.

A formal review of the Mutual Aid Agreement, accompanying Resolution authorizing membership, and MiWARN by-laws was performed by Johnson, Rosati, Schultz, and Joppich (JRSJ) in their May 21, 2014 review letter, which was also included in the off-week memorandum. The JRSJ review letter recommended a few non-substantive revisions to the mutual aid documents. The documents have since been revised by MiWARN in response to the initial JRSJ review. JRSJ performed a second review of the mutual aid documents dated September 9, 2014. This review indicated no legal impediment to entering into the Agreement for Mutual Aid and Assistance and no objection to the format and content with respect to the MiWARN bylaws. A copy of the September 9, 2014 JRSJ review letter is provided as an attachment.

**RECOMMENDED ACTION:** Adoption of resolution and approval of agreement to authorize membership in the Michigan Water/Wastewater Agency Response Network (MiWARN).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

**CITY OF NOVI**

**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION AUTHORIZING MEMBERSHIP IN THE  
MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK**

Minutes of a \_\_\_\_\_ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on \_\_\_\_\_, 2014, at 7:00 o'clock P.M., Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

WHEREAS, certain Michigan water, wastewater and public works agencies have formed the "Michigan Water/Wastewater Agency Response Network," (MiWARN), to share resources and to assist each other in the form of personnel, equipment, material and supplies in the event of emergencies that disrupt utility services, and

WHEREAS, the Urban Cooperation Act of 1967, (MCL 124.501 et seq.) authorizes public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities and public works agencies in need of emergency assistance caused by natural or man-made disasters, and

WHEREAS, the features of the proposed **Mutual Aid and Assistance Agreement** under consideration gives sole discretion to Members whether or not to respond to a request for assistance, or to what extent to respond to a request for assistance from a requesting Member, and provides for cost re-imbusement by the requesting Member to the responding Member, and

WHEREAS, the City of Novi will retain complete discretion and authority to withdraw some or all of its resources furnished to a requesting Member at any time, and

may withdraw from **MiWARN**, for any reason, upon seven (7) days notice to the Steering Committee, and

WHEREAS, legal counsel for the City of Novi has reviewed the draft Mutual Aid and Assistance Agreement, in conjunction with the Director of Public Services and recommend the proposed Agreement, and

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid Agreement,” to describe the terms and conditions under which emergency assistance may be requested and provided, and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of Mutual Aid and Assistance within the State of Michigan.

NOW THEREFORE BE IT RESOLVED, that the City of Novi does hereby authorize entering into the Mutual Aid and Assistance Agreement with the Michigan Water/Wastewater Agency Response Network, and the authorizes the execution of the Agreement by the Mayor and City Clerk.

AYES:  
NAYS:  
ABSENT:  
ABSTENTIONS:

RESOLUTION DECLARED ADOPTED \_\_\_\_\_, 2014

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at \_\_\_\_\_ meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MARYANNE CORNELIUS, CITY CLERK

# MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK

## Mutual Aid and Assistance Agreement

### RECITALS

WHEREAS, certain Michigan water, wastewater and public works agencies (the “Members”), have formed the “Michigan Water/Wastewater Agency Response Network,” (Michigan WARN or MiWARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501 et seq. (the “Act”) permits a public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities in need of emergency assistance caused by natural or man-made disasters.

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement,” (“Agreement”), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of mutual aid and assistance within the State of Michigan.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Michigan WARN, as agreed upon, and authorized by, their respective legislative authorities mutually agree as follows:

### AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities and Public Works Agencies that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

### ARTICLE I. PURPOSE

The water/wastewater mutual aid program was established to provide a method whereby water/wastewater utilities together with public works agencies sustaining physical damage from natural or manmade disasters may obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities and public works agencies. This Agreement hereby establishes within the State of Michigan an intrastate program for mutual aid and assistance. Through the Michigan WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies and other events, as described in this Agreement.

## **ARTICLE II.           DEFINITIONS**

**A. Agreement** - The Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement.

**B. Authorized Official** - An employee, agent, or official of a Member who is authorized by the Member's governing board or management to request assistance and/or offer assistance under this agreement.

**C. Emergency** - A natural or manmade event that is, or is likely to be, beyond the control of the available services, personnel, equipment, and facilities of a mutual aid and assistance program member. The request for aid does not require an official declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

**D. Member** - Any public body or political subdivision or private water and/or wastewater utility and/or public works agency or its principals that execute this Agreement.

**E. Requesting Member** - A Member who requests assistance in accordance with the terms and conditions of this Agreement and the mutual aid and assistance program.

**F. Responding Member** - A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

**G. National Incident Management System (NIMS)** – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.

**H. Period of Assistance** - A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources are returned to its facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

**I. Steering Committee** – A committee consisting of representatives from Members and other agencies that may have a role to play in the mutual aid and assistance program (e.g., MIAWWA, APWA-Mi, MDEQ, MWEA, RCAP,

MRWA, WEF, MSPEMHS, public health, water and wastewater utility organizations), that shall administer the MiWARN program for the State of Michigan.

**K. Work or Work Related Period** - Any Period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually agreed-upon rotation of personnel and equipment.

### **ARTICLE III.        ADMINISTRATION**

The mutual aid and assistance program shall be administered through Regional Committee and, as needed, a Steering Committee. The purpose of the Regional Committee is to provide local coordination of the mutual aid and assistance program, before, during and after an emergency event. The purpose of a Steering Committee is to provide coordination on a statewide basis of the mutual aid and assistance program before, during and after an emergency. The Steering Committee, under the leadership of an elected Chair, shall meet at least annually to address mutual aid and assistance program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Steering Committee members shall plan and coordinate emergency response planning and response activities for the mutual aid and assistance program.

The Steering Committee, upon being formed and authorized, shall adopt by-laws to govern the administration of the Steering and Regional Committees, and the implementation of this Agreement. The by-laws for the Regional Committees shall be uniform and subject to changes or amendments only by the Steering Committee.

### **ARTICLE IV.        PROCEDURES**

The Steering Committee shall develop operational and planning procedures for the MI WARN Program. These procedures shall be reviewed at least annually and updated as needed.

It is the responsibility of each Member to develop its own operational and planning procedures in accordance and consistent with the procedures adopted by the Steering Committee, to identify the critical components of its own infrastructure and its emergency response resources.

### **ARTICLE V.        REQUESTS FOR ASSISTANCE**

**A. Member Responsibility** – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information, including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing via the website. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are set forth in the operational and planning procedures referenced in Article IV, above.

**B. Response to a Request for Assistance** – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

**C. Discretion of Responding Member's Authorized Official** – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

## **ARTICLE VI.        RESPONDING MEMBER PERSONNEL**

**A. National Incident Management System (NIMS)** - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

**B. Control** - Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Members(s). Whenever practical, Responding Member's personnel must be self-sufficient for up to 72 hours.

**C. Food and Shelter** - The Requesting Member shall supply reasonable food and shelter for the Responding Member's personnel. If the Requesting Member fails to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established

by the State of Michigan for that area. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

**D. Communication** - The Requesting Member shall provide Responding Member's personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

**E. Status** - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

**F. Licenses & Permits** - To the extent permitted by law, the Responding Member's personnel who hold licenses, certifications or permits issued by the State of Michigan evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant to their respective credentials during the specified Period of Assistance.

**G. Right to Withdraw** - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon as practicable after the oral notice.

**H. No Waiver of Governmental Immunity** – All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activity of officers, agents and employees of public bodies, including, but not limited to counties, cities, townships, and villages, shall apply to the same degree and extent to the performance of such functions and duties of Members extraterritorially under the provision of this Agreement. No provision of this Agreement is intended to, nor shall any provision of the Agreement be construed as a waiver by any governmental entity, its agents, employees or officials, of any governmental immunity as provided by Public Act 170 of 1964, the "Governmental Immunity Act," as set forth in MCL 691. 1401, et seq.

**I. Independent Contractor** - The Members agree that at all times and for all purposes under the terms of this Agreement each Member's relationship to any other Member shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Member as a result of this Agreement. Personnel dispatched to aid a Member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.



Members, as independent contractors are not authorized to enter into or sign any agreements on behalf of other Members or to make any representations to third parties that are binding upon other Members.

**J. Liability.** Each Member will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Members shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Members outside of their political jurisdictions. It is agreed that none of the Members shall be liable for failure to respond for any reason to any request for assistance or for leaving the scene of an Emergency with proper notice after responding to a Request for Assistance.

**K. Insurance.** Each Member shall be responsible for insuring its activities as they relate to MiWARN. MiWARN may choose to require each Member to provide Certificates of Insurance or Self-Insurance demonstrating the Member's proper coverage and limits. In the event any Member has a lapse in proper insurance coverage, as determined by the Steering Committee, the Member may be suspended from participation in MiWARN.

**L. Confidential Information.** To the extent permitted by law, Members shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information relating to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, including but not limited to confidential information relating to the plans, specifications and location of water and wastewater facilities provided to it by another Member pursuant to this Agreement. If any Member or third party requests or demands by subpoena or otherwise, that Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding related thereto.

## **ARTICLE VII. COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

**A. Personnel** - Responding Member's personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Re-requesting Member reimbursement to the Responding

Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect but necessary costs.

**B. Equipment** - The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, The Responding Member must provide such rates in writing to the Requesting Member's Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member's equipment is damaged during the Period of Recovery that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for the repair or replacement of the damaged equipment. Damage must be reasonably attributed to the specific response and taking into consideration normal wear and tear.

**C. Materials and Supplies** - The Responding Member shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Responding Member or their utility personnel. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Handling charges shall be as set forth in the by-laws or resolution of the Steering Committee. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for the purposes of cost reimbursement. Requesting Members shall be given the option of providing the supplies need or used by the Responding Member.

**D. Incidental Costs** - Other reasonably related incidental costs that are accrued by the Responding Member during the specified Period of Assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.

**E. Payment Period** - The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it

incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The requesting Member must pay the bill in full on or before the sixtieth (60<sup>th</sup>) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61<sup>st</sup>) day following the billing date unless alternate payment agreement between parties can be reached. Once a bill is determined to be delinquent, it shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

**F. Disputed Billings** - Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

#### **ARTICLE VIII. DISPUTE RESOLUTION**

If any controversy or claim arises out of or relates to the Agreement, including but not limited to an alleged breach of the Agreement, the disputing Member may agree in writing, if authorized by the Member's governing body, to arbitration of the matter in accordance with the rules of the American Arbitration Association. This provision does not waive any right of any party to file the claim in appropriate court having jurisdiction.

#### **ARTICLE IX. SIGNATORY INDEMNIFICATION**

In the event of a liability, claim demand, action or proceeding of whatever kind or nature arising out of a specified event of Assistance, the Requesting and Responding Members who receive and provide assistance shall indemnify and hold harmless those non-responding Members whose involvement in the transaction or occurrence that is the subject of such claim, demand, or other proceeding is limited to execution of this Agreement.

In the event of a claim for property damage or bodily injury by a non-party hereto, arising from an event of assistance neither the Responding Member nor the Requesting Member will be deemed to indemnify, defend or hold harmless the other from any act or omission of the other Member's officers, employees, agents, contractors or volunteers acting under this Agreement.

#### **ARTICLE X. WORKER'S COMPENSATION CLAIMS**

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

**ARTICLE XI.        NOTICE**

A Member who becomes aware of a claim or suit that in any way, directly or indirectly contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**ARTICLE XII.        EFFECTIVE DATE**

This Agreement shall be effective on the date of full execution of the Agreement. The date of full execution of this Agreement shall be the last date on which this agreement has been signed by a party to this Agreement. The Steering Committee shall maintain a list of all Members.

**ARTICLE XIII.        DURATION, WITHDRAWAL, AND TERMINATION OF AGREEMENT**

A. **Duration.** This Agreement shall commence on the Effective Date and continues until terminated in accordance with Section C, below.

B. **Withdrawal by a Member.** Any Member may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon seven (7) days written notice to the Steering Committee. The withdrawal of any Member shall not terminate or have any effect upon the provisions of this Agreement so long as MiWARN remains composed of at least two (2) Members.

C. **Termination.** The MiWARN shall continue until terminated by the first to occur of the following:

- (a) MiWARN consists of less than two (2) Members; or
- (b) A unanimous vote of termination by the total membership of MiWARN.

**ARTICLE XIV.        MODIFICATION**

No provision in this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modification to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of Members. The Chair of the Steering Committee must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

**ARTICLE XV.      ASSIGNMENT OF RIGHTS/DUTIES**

Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

**ARTICLE XVI.     PRIOR AGREEMENTS**

Nothing within this Agreement shall prohibit a Member from participating in other mutual aid agreements and this Agreement shall not supersede prior Agreements between Members unless the prior Agreement is terminated.

**ARTICLE XVII.    PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect. Any Member may be removed from participation in this Mutual Aid Agreement by majority vote of the Members of the applicable Regional Committee, or Steering Committee, with adequate notice and a right to be heard at a regular or special meeting.

**ARTICLE XVIII.   INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of MiWARN shall participate in Mutual Aid and Assistance activities conducted under the State of Michigan Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities and public works agencies through this Agreement if such a Program were established.

**ARTICLE XIX.     RECORDS, DOCUMENTS AND SENSITIVE INFORMATION**

All records, documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Michigan, are classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Michigan. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released, subject to applicable laws, ordinances and regulations.

## **ARTICLE XX. MISCELLANEOUS**

A. This Agreement sets forth the entire agreement between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. **Governing Law/Consent to Jurisdiction and Venue.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

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

E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

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

G. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all parties, except an amendment to remove a Member shall not require agreement or approval of the governing body of the Member being removed. Upon an Amendment to this Agreement being adopted, a copy, certified by the secretary of the Steering Committee, shall be furnished to all Members.

H. **Compliance with Law.** MiWARN shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity

J. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

**K. Permits and Licenses.** Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Member shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Member.

**L. No Implied Waiver.** Absent a written waiver, no fact, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any party shall subsequently affect its right to require strict performance of this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utilities listed here, as a Participating Member duly executes this Water/Wastewater Mutual Aid Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

Water/Wastewater Utility or Public Works Agency Authorized Official(s):

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Participating Member: \_\_\_\_\_

**(Please note:** Attach a copy of your MiWARN resolution to this document when you submit it. Thank You.

# MEMORANDUM



**TO:** ROB HAYES, DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER  
**FROM:** TIM KUHN, WATER AND SEWER SENIOR MANAGER TDK  
**SUBJECT:** MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK  
**DATE:** JULY 24, 2014

**Mayor and Council -**  
FYI on a proposed new relationship with Water/Sewer Department colleagues in the region that will mirror formal arrangements for Public Safety assets.  
**Victor**

## Background

On March 5, 2014, the City of Novi participated in a functional exercise, through a grant provided by the Michigan Department of Environmental Quality, to simulate an emergency response scenario to assess the City performance in the following key areas:

- Direction and control of emergency management.
- Adequacy of plans, policies, procedures, and roles of individual or multiple functions.
- Individual and system performance.
- Decision-making process.
- Communication and information sharing among organizations.
- Allocation of resources and personnel.
- Overall adequacy of resources to meet the emergency situation.

The functional exercise included a hypothetical scenario of a terrorist attack involving intentional contamination of the City of Novi's water system. Upon completion of the functional exercise, the consultant that facilitated the exercise, Patriot Services, provided an After-Action Report that identified key recommendations to the City to improve performance in the key areas identified above. One key recommendation was to improve resource allocation through establishment of mutual aid agreements with surrounding communities to share resources during emergency situations. The City has already made informal mutual aid arrangements with several Oakland County communities; however, the City of Novi Water and Sewer Division has identified a formal mutual aid network, Michigan Water/Wastewater Agency Response Network (MiWARN), which would improve resource allocation by enabling mutual aid assistance from fourteen other Michigan communities. A copy of the After Action Report is provided as an attachment to this memorandum.

## Michigan Water/Wastewater Agency Response Network (MiWARN)

The mutual aid and assistance agreement, facilitated through MiWARN, provides mutual assistance in the form of supplies, equipment, and personnel when requested by another member community as a result of a natural or man-made emergency that disrupts a member's utility operations or facilities. A member has complete discretion in deciding whether to provide resources in response to a request for assistance. In addition, any costs



for assistance provided under this agreement are reimbursable through the community receiving assistance. A copy of the Mutual Aid Agreement, accompanying Resolution authorizing membership, and MiWARN by-laws are provided as an attachment to this memorandum. Johnson, Rosati, Schultz, and Joppich (JRSJ) reviewed these documents, and the JRSJ review letter recommends a few non-substantive revisions to the mutual aid documents, and indicates no legal impediment to entering into the mutual aid agreement.

### **Next Steps**

The Water and Sewer Division is actively working with MiWARN to modify the agreement and resolution based on JRSJ review comments. Once these revisions are complete, the Water and Sewer Division anticipates including a motion for approval of the mutual aid agreement and adopting the associated resolution. It is anticipated that the agreement and resolution will be ready for approval for one of the August City Council meetings.

Please let me know if you have any questions or comments regarding this memorandum.

cc: Scott Roselle, Water & Sewer Asset Manager



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

May 21, 2014

Rob Hayes, Public Services Director  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Michigan Water/Wastewater Agency Response Network  
Mutual Aid and Assistance Agreement, Bylaws and Resolution**

Dear Mr. Hayes:

We have received and reviewed a draft of the Mutual Aid and Assistance Agreement, Bylaws and Resolution provided for the City to participate in the Michigan Water/Wastewater Agency Response Network (MiWARN).

The Mutual Aid and Assistance Agreement provides for communities across Michigan to provide mutual aid and assistance in the form of supplies, equipment and personnel when requested by another member community as the result of a natural or manmade emergency that disrupts that member's utility services. A request for assistance can be made directly to another participating member, or through the organization's website. A member has complete discretion in deciding whether the member can provide equipment, personnel and or supplies in response to a request for assistance. The requesting member is responsible for reimbursing the responding member for the cost of response, including personnel costs and supply costs, lodging and food costs if other accommodations are not available, in accordance with the terms of the Agreement.

Costs for use of equipment are generally based on FEMA schedules, unless an alternative cost schedule is approved ahead of the response. Each party is responsible for its own insurance and liability for the actions of its own employees. Each party must provide its own employees with Workers Compensation coverage.

Rob Hayes, Public Services Director

May 21, 2014

Page 2

All parties maintain governmental immunity provided by statute. The only indemnity obligations included within the Agreement require members responding and/or requesting response an incident to indemnify and hold harmless all other members that did not participate in the incident for any liability related to that incident. The term of the Agreement is indefinite subject to termination by 7-days written notice by that seeks to withdraw. The Agreement will remain in effect unless there are less than two remaining parties or all parties vote to terminate. We have made one minor non-substantive revision to change "Urban Cooperative Act" to "Urban Cooperation Act." We made an additional revision to indicate that disclosure of records will be done, "subject to applicable laws, ordinances and regulations." Subject to the above, we see no legal impediment to entering into the Agreement for Mutual Aid and Assistance in the current format.

With respect to the Bylaws provided, though we generally have no objection to the format, we have made one minor suggested modification to Article II, Section 4 for clarification purposes as it appears the term "representative" makes more sense than "member" when read in conjunction with the following sentence. Though the Bylaws state that they are a "draft," it is not clear whether they have been formally adopted by the organization. A redlined draft of the Bylaws is enclosed.

Finally, we have revised the Resolution to put it in the City's standard format and include additional information requested within the Resolution regarding authorized signatures.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



ELIZABETH KUDLA SAARELA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Tim Kuhns, Water and Sewer Engineer (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

**CITY OF NOVI**

**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION AUTHORIZING MEMBERSHIP IN THE  
MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK**

Minutes of a \_\_\_\_\_ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on \_\_\_\_\_, 2014, at 7:00 o'clock P.M., Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

WHEREAS, certain Michigan water, wastewater and public works agencies have formed the "Michigan Water/Wastewater Agency Response Network," (MiWARN), to share resources and to assist each other in the form of personnel, equipment, material and supplies in the event of emergencies that disrupt utility services, and

WHEREAS, the Urban Cooperation Act of 1967, (MCL 124.501 et seq.) authorizes public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities and public works agencies in need of emergency assistance caused by natural or man-made disasters, and

WHEREAS, the features of the proposed **Mutual Aid and Assistance Agreement** under consideration gives sole discretion to Members whether or not to respond to a request for assistance, or to what extent to respond to a request for assistance from a requesting Member, and provides for cost re-imbusement by the requesting Member to the responding Member, and

WHEREAS, the City of Novi will retain complete discretion and authority to withdraw some or all of its resources furnished to a requesting Member at any time, and

may withdraw from **MiWARN**, for any reason, upon seven (7) days notice to the Steering Committee, and

WHEREAS, legal counsel for the City of Novi has reviewed the draft Mutual Aid and Assistance Agreement, in conjunction with the Director of Public Services and recommend the proposed Agreement, and

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid Agreement,” to describe the terms and conditions under which emergency assistance may be requested and provided, and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of Mutual Aid and Assistance within the State of Michigan.

NOW THEREFORE BE IT RESOLVED, that the City of Novi does hereby authorize entering into the Mutual Aid and Assistance Agreement with the Michigan Water/Wastewater Agency Response Network, and the authorizes the execution of the Agreement by the Mayor and City Clerk.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

RESOLUTION DECLARED ADOPTED \_\_\_\_\_, 2014

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at \_\_\_\_\_ meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MARYANNE CORNELIUS, CITY CLERK

# MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK

## Mutual Aid and Assistance Agreement

6/25/2013

### RECITALS

WHEREAS, certain Michigan water, and public works agencies (the “Members”), have formed the “Michigan Water/Wastewater Agency Response Network,” (Michigan WARN or MiWARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501 et seq. (the “Act”) permits a public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities in need of emergency assistance caused by natural or man-made disasters.

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid Agreement,” (“Agreement”), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of Mutual Aid and Assistance within the State of Michigan.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Michigan WARN, as agreed upon, and authorized by, their respective legislative authorities mutually agree as follows:

### AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities and Public Works Agencies that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

### ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities together with public works agencies sustaining physical damage from natural or manmade disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities and public works agencies. This Agreement hereby establishes within the State of Michigan an Intrastate Program for Mutual Aid and Assistance. Through the Michigan WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies and other events, as described in this Agreement.

## ARTICLE II. DEFINITIONS

**A. Agreement** - The Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement.

**B. Authorized Official** - An employee, agent, or official of a Member who is authorized by the Member's governing board or management to request assistance or offer assistance under this agreement.

**C. Emergency** - A natural or manmade event that is, or is likely to be, beyond the control of the available services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member. The request for aid does not require an official declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

**D. Member** - Any public body or political subdivision or private water and/or wastewater utility and/or public works agency or its principals that execute this Agreement.

**E. Requesting Member** - A Member who requests assistance in accordance with the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.

**F. Responding Member** - A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

**G. National Incident Management System (NIMS)** – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.

**H. Period of Assistance** - A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources are returned to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

**I. Steering Committee** – A committee consisting of representatives from Members and other agencies that may have a role to play in the Mutual Aid and Assistance Program (e.g., MIAWWA, APWA-Mi, MDEQ, MWEA, RCAP,

MRWA, WEF, MSPEMHS, public health, water and wastewater utility organizations), that shall administer the WARN program for the state.

**K. Work or Work Related Period** - Any Period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually agreed-upon rotation of personnel and equipment.

### **ARTICLE III.           ADMINISTRATION**

The Mutual Aid and Assistance Program shall be administered through Regional Committee and, as needed, a Steering Committee. The purpose of the Regional Committee is to provide local coordination of the Mutual Aid and Assistance Program, before, during and after an emergency event. The purpose of a Steering Committee is to provide coordination on a statewide basis of the Mutual Aid and Assistance Program before, during and after an emergency. The Steering Committee, under the leadership of an elected Chair, shall meet at least annually to address Mutual Aid and Assistance Program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Steering Committee members shall plan and coordinate emergency response planning and response activities for the Mutual Aid and Assistance Program.

The Steering Committee, upon being formed and authorized, shall adopt by-laws to govern the administration of the Steering and Regional Committees, and the implementation of this Agreement. The by-laws for the Regional Committees shall be uniform and subject to changes or amendments only by the Steering Committee.

### **ARTICLE IV.           PROCEDURES**

The Steering Committee shall develop operational and planning procedures for the MI WARN Program. These procedures shall be reviewed at least annually and updated as needed.

It is the responsibility of each Member to develop its own operational and planning procedures in accordance and consistent with the procedures adopted by the Steering Committee, to identify the critical components of its own infrastructure and its emergency response resources.

### **ARTICLE V.           REQUESTS FOR ASSISTANCE**

**A. Member Responsibility** – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information, including 24-hour access; and maintain resource information made available for mutual aid and assistance response.



In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing via the website. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are set forth in the operational and planning procedures referenced in Article IV, above.

**B. Response to a Request for Assistance** – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

**C. Discretion of Responding Member's Authorized Official** – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

## **ARTICLE VI.           RESPONDING MEMBER PERSONNEL**

**A. National Incident Management System (NIMS)** - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

**B. Control** - Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Members(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours.

**C. Food and Shelter** - The Requesting Member shall supply reasonable food and shelter for the Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Michigan for that area. The Requesting Member remains responsible for

reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

**D. Communication** - The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

**E. Status** - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

**F. Licenses & Permits** - To the extent permitted by law, the Responding Member's personnel who hold licenses, certifications or permits issued by the State of Michigan evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant to their respective credentials during the specified Period of Assistance.

**G. Right to Withdraw** - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon as practicable after the oral notice.

**H. No Waiver of Governmental Immunity** – All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activity of officers, agents and employees of public bodies, including, but not limited to counties, cities, townships, and villages, shall apply to the same degree and extent to the performance of such functions and duties of Members extraterritorially under the provision of this Agreement. No provision of this Agreement is intended to, nor shall any provision of the Agreement be construed as a waiver by any governmental entity, its agents, employees or officials, of any governmental immunity as provided by Public Act 170 of 1964, the "Governmental Immunity Act," as set forth in MCL 691. 1401, et seq.

**I. Independent Contractor** - The Members agree that at all times and for all purposes under the terms of this Agreement each Member's relationship to any other Member shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Member as a result of this Agreement. Personnel dispatched to aid a Member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Members, as independent contractors are not authorized to enter into or sign any agreements on behalf of other Members or to make any representations to third parties that are binding upon other Members.

**J. Liability.** Each Member will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Members shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Members outside of their political jurisdictions. It is agreed that none of the Members shall be liable for failure to respond for any reason to any request for assistance or for leaving the scene of an Emergency with proper notice after responding to a Request for Assistance.

**K. Insurance.** Each Member shall be responsible for insuring its activities as they relate to MiWARN. MiWARN may choose to require each Member to provide Certificates of Insurance or Self-Insurance demonstrating the Member's proper coverage and limits. In the event any Member has a lapse in proper insurance coverage, as determined by the Steering Committee, the Member may be suspended from participation in MiWARN.

**L. Confidential Information.** To the extent permitted by law, Members shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information relating to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, including but not limited to confidential information relating to the plans, specifications and location of water and wastewater facilities provided to it by another Member pursuant to this Agreement. If any Member or third party requests or demands by subpoena or otherwise, that Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding related thereto.

## **ARTICLE VII. COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

**A. Personnel** - Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Re-questing Member reimbursement to the Responding

Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect but necessary costs.

**B. Equipment** - The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, The Responding member must provide such rates in writing to the Requesting Member's Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member's equipment is damaged during the Period of Recovery that is not caused by carelessness, negligence or operator error on the part of the Responding member, the Requesting Member shall reimburse the Responding Member for the repair or replacement of the damaged equipment. Damage must be reasonably attributed to the specific response and taking into consideration normal wear and tear.

**C. Materials and Supplies** - The Responding Member shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of assistance, unless such damage is caused by negligence of the Responding Member or their utility personnel. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Handling charges shall be as set forth in the by-laws or resolution of the Committee. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for the purposes of cost reimbursement. Requesting Members shall be given the option of providing the supplies need or used by the Responding Member.

**D. Incidental Costs** - Other reasonably related incidental costs that are accrued by the Responding Member during the specified Period of Assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.

**E. Payment Period** - The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it

**ARTICLE XI.      NOTICE**

A Member who becomes aware of a claim or suit that in any way, directly or indirectly contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suite or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**ARTICLE XII.      EFFECTIVE DATE**

This Agreement shall be effective after the Member's authorized representative executes the Agreement and the Steering Committee Chair receives the Agreement. The Steering Committee shall maintain a list of all Members.

**ARTICLE XIII.     DURATION, WITHDRAWAL, AND TERMINATION OF AGREEMENT**

**A. Duration.** This Agreement shall commence on the Effective Date and continues until terminated in accordance with Section C, below.

**B. Withdrawal by a Member.** Any Member may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon seven (7) days written notice to the Steering Committee. The withdrawal of any Member shall not terminate or have any effect upon the provisions of this Agreement so long as MiWARN remains composed of at least two (2) Members.

**C. Termination.** This Agreement shall continue until terminated by the first to occur of the following:

- (a) MiWARN consists of less than two (2) Members; or
- (b) A unanimous vote of termination by the total membership of MiWARN.

**ARTICLE XIV.     MODIFICATION**

No provision in this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modification to this Agreement may be due to programmatic operational changes to support the agreement. Modifications require a simple majority vote of Members. The Chair of the Steering Committee must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

**ARTICLE XV.      ASSIGNMENT OF RIGHTS/DUTIES**

Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

**ARTICLE XVI. PRIOR AGREEMENTS**

Nothing within this Agreement shall prohibit a Member from participating in other mutual aid agreements and this Agreement shall not supersede prior Agreements between Members unless the prior Agreement is terminated.

**ARTICLE XVII. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect. Any Member may be removed from participation in this Mutual Aid Agreement by majority vote of the Members of the applicable Regional Committee, or Steering Committee, with adequate notice and a right to be heard at a regular or special meeting.

**ARTICLE XVIII. INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of MiWARN shall participate in Mutual Aid and Assistance activities conducted under the State of Michigan Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities and public works agencies through this Agreement if such a Program were established.

**ARTICLE XIX. RECORDS, DOCUMENTS AND SENSITIVE INFORMATION**

All records, documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Michigan, is classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Michigan. If a Member receives a request to provide information of another Member or a third the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released, subject to applicable laws, ordinances and regulations.

**ARTICLE XX. MISCELLANEOUS**

A. This Agreement sets forth the entire agreement between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. **Governing Law/Consent to Jurisdiction and Venue.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

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

E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

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

G. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all parties, except an amendment to remove a Member shall not require agreement or approval of the governing body of the Member being removed. Upon an Amendment to this Agreement being adopted, a copy, certified by the secretary of the Committee, shall be furnished to all Members.

H. **Compliance with Law.** MiWARN shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity

J. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

**K. Permits and Licenses.** Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Member shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Member.

**L. No Implied Waiver.** Absent a written waiver, no fact, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any party shall subsequently affect its right to require strict performance of this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utilities listed here, as a Participating Member duly executes this Water/Wastewater Mutual Aid Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

Water/Wastewater Utility or Public Works Agency Authorized Official(s):

By: \_\_\_\_\_  
Robert J. Gatt

By: \_\_\_\_\_  
Maryanne Cornelius

Title: Mayor

Title: City Clerk

Name of Participating Member: City of Novi

**(Please note:** Attach a copy of your MiWARN registration form to this document when you submit it. Thank You.



**MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK  
BY-LAWS  
6TH DRAFT  
6/25/2013**

**ARTICLE I - NAME AND PURPOSE**

Section 1 - Name: The name of the organization shall be the Michigan Water/Wastewater Agency Response Network, (MiWARN). It shall consist of water, wastewater and public works agency representatives that work together to provide an emergency response network.

Section 2 - Purpose: MiWARN is organized for the purpose of supporting and promoting statewide and/or local emergency preparedness, disaster response, and mutual aid and assistance to member water, wastewater and public works agencies in Michigan.

**ARTICLE II – MEMBERSHIP**

Section 1 – Eligibility for Membership: Voting membership is limited to one primary and one backup member from each “Participating Agency” which is any Water, Wastewater or Public Works Agency that has entered into the Mutual Aid Agreement, and is a government entity or political subdivision of the State of Michigan. Membership is granted upon receipt of notification of member from the agency’s designated representative.

Section 1A – Michigan Section, American Water Works Association membership: The Michigan Section, American Water Works Association (MIAWWA) will be provided a voting membership that is limited to one primary and one backup member from the association who has entered into, and is in current standing, of the Mutual Aid Agreement for Water/Wastewater providers in the state of Michigan.

Section 1B – Michigan Water Environment Association membership: The Michigan Water Environment Association (MWEA) will be provided a voting membership that is limited to one primary and one backup member from the association who has entered into, and is in current standing, of the Mutual Aid Agreement for Water/Wastewater providers in the state of Michigan.

Section 1C – Michigan Chapter, American Public Works Association membership: The Michigan Chapter, American Public Works Association (APWA-Mi) will be provided a voting membership that is limited to one primary and one backup member from the association who has entered into, and is in current standing, of the Mutual Aid Agreement for Water/Wastewater providers in the state of Michigan.

Section 1D – Michigan Rural Water Association membership: The Michigan Rural Water Association (MRWA) will be provided a voting membership that is limited to one primary and one backup member from the association who has entered into, and is in current standing, of the Mutual Aid Agreement for Water/Wastewater providers in the state of Michigan.

Section 1E – Associate membership: An associate membership will provide an opportunity for other agencies or individuals to participate in organization activities. These non-voting members will not be required to enter into mutual aid agreements.

Section 2 – Rights of Members: Each member shall be eligible to appoint one voting representative to cast the member’s vote in organization elections.

Section 3 – Attendance of Meetings: Attendance of meetings is necessary to help ensure that all agencies provide updated and accurate information so that responses to emergencies are handled in a uniform and consistent manner.

Section 4 – Resignation and Termination: Any representative member can resign by filing a written resignation with the Secretary of the Steering Committee (SC) and the Regional Committee (RC). Following the termination, the organization will request that another representative be provided by the member agency.

Section 5 – Non-voting Membership: The Board shall have the authority to establish and define non-voting categories of membership.

### **ARTICLE III - ADMINISTRATION**

Section 1 - Administration: The administration of the Michigan Water/Wastewater Agency Response Network (MiWARN) will be conducted through the MiWARN SC. The SC has been established in order to organize and maintain the Mutual Aid and Assistance Program and the Michigan Water/Wastewater Agency Response Network.

### **ARTICLE IV - STEERING COMMITTEE**

Section 1 - Steering Committee: The MiWARN SC shall consist of no greater than 12 members. The SC will include an elected representative of each of the eight (8) RC’s and a representative from each of the following affiliate organizations: the Michigan Section - AWWA, the Michigan Water Environment Association, the Michigan Chapter - APWA, and the Michigan Rural Water Association. If a representative has not been named from a RC or a representative has not been designated by the affiliate organization, then that position shall remain vacant until a representative has been properly named.

## **ARTICLE V - REGIONAL COMMITTEES**

Section 1 - Regional Committees: MiWARN is represented by eight (8) geographic regions consistent with the eight districts established by the Michigan State Police Emergency Management and Homeland Security Division and the eight bioterrorism preparedness regions designated by the Michigan Department of Community Health. The MiWARN Regional Committees (RC) will be established by the members in that region.

## **ARTICLE VI - MEETINGS OF THE STEERING COMMITTEE**

Section 1 - Regular Meetings: Regular meetings of the SC shall be held at least quarterly, at a time and place designated by the Chair.

Section 2 - Special Meetings: Special meetings may be called by the Chair, Co-chair, or a simple majority of the SC.

Section 3 - Notice of Meetings: Notice of all regularly scheduled meetings of the SC shall be made through printed notice or electronic (email). Notice of each meeting shall be given to each member of the SC, not less than two weeks prior to the meeting.

Section 4 - Quorum: Simple majority of voting Members present at any properly announced SC meeting shall constitute a quorum.

Section 5 - Voting: All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place. Each member of the SC shall have only one member eligible to vote at each meeting.

## **ARTICLE VII - MEETINGS OF REGIONAL COMMITTEES**

Section 1 - Regular Meetings: Regular meetings of the RC shall be held quarterly at a minimum, at a time and place designated by the Chair.

Section 2 - Special Meetings: Special meetings may be called by the Chair, Co-chair, or a simple majority of the RC.

Section 3 - Notice of Meetings: Notice of all regularly scheduled meetings of the Regional Committee shall be made through printed notice or electronic (email). Notice of each meeting shall be given to each member of the RC, not less than two weeks prior to the meeting.

Section 4 - Quorum: Simple majority of members present at any properly announced RC meeting shall constitute a quorum.

Section 5 - Voting: All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place. Each member agency of the RC shall have only one vote at each meeting.

## **ARTICLE VIII - OFFICERS**

Section 1 - Officer's Role, Size, and Compensation: The SC and RC officers are responsible for overall policy and direction of the organization, and delegate responsibility of day-to-day operations. SC and RC officers shall consist of the following: Chair, Co-Chair and Secretary. The officers receive no compensation other than their normal salary paid by their respective employers for their work on the SC or RC.

Section 2 - Terms: All SC and RC officers shall serve 3-year terms; 1<sup>st</sup> year as Secretary, 2<sup>nd</sup> year as Co-Chair and 3<sup>rd</sup> year as Chair. All officers are eligible for re-election. The term year shall be on a calendar year basis.

Section 3 - Officer Election: New officers and current officers of the SC and RC shall be elected or re-elected by the voting members of the SC or RC. Officers will be elected by a simple majority of voting members present.

Section 4 - Election Procedures: At the meeting prior to the end of the term of existing officers of the SC and RC, nominations will be taken. Any member can nominate another member as a candidate to the slate of nominees. An open vote will then be taken at the same meeting. A simple majority shall determine the election of officers.

The duties of the officers of the SC and RC are as follows:

The *Chair* shall convene regularly scheduled SC or RC Meetings, shall preside or arrange for other officers to preside at each meeting in the following order: Co-Chair, Secretary.

The *Co-Chair* shall chair meetings in the event of absence by the *Chair* at meetings of the SC and RC.

The *Secretary* shall be responsible for keeping records of the SC and RC actions, including the taking of minutes at all meetings, sending out meeting announcements, distributing copies of meeting minutes and agenda, and assuring that records are maintained.

Section 5 - Vacancies: When a vacancy of an RC officer exists during mid-term, nominations for the position must be received two weeks in advance of the next scheduled meeting of the RC, whereby the filling of the vacancy is to be voted on. These vacancies will be filled only to the end of the particular vacant officer's term. A simple majority of the voting members within the affected region present at the meeting will determine the outcome of the election. When a vacancy exists on the SC, a replacement shall be named by the RC or the affiliate organization within 90 days of the vacancy. If the vacated position on the SC is held by an officer of the SC, nominations for the replacement must be received two weeks in advance of the next scheduled meeting of the SC, whereby the filling of the vacancy is to be voted on. These vacancies will be filled only to the end of the particular vacant officer's term. A simple majority of the voting members of the SC present at the meeting will determine the outcome of the election.

Section 6 - Resignation, Termination, and Absences: Resignation of SC or RC officers must be in writing and received by the Secretary. An officer may be terminated from the SC or RC for cause or other reasons by a three-fourths vote of the voting members of the SC or RC.

Section 7 - Special Meetings: Special meetings of the SC and RC shall be called upon the request of the Chair, Co-Chair, or by the simple majority vote of the voting members when the special meeting is necessary.

## **ARTICLE IX - AMENDMENTS**

Section 1 - Amendments: These by-laws may be amended when necessary by simple majority vote of the voting members of the Steering Committee. Proposed amendments must be submitted to the Secretary of the Steering Committee to be sent out with regular meeting announcements.

## **ARTICLE X - MODIFICATIONS**

Section 1 - Modifications: No provision of this agreement may be modified, altered or rescinded by individual parties. Modifications to these By-laws require a simple majority vote of the voting members of the SC. The SC will notify all RC officers in writing and those modifications shall be effective upon 60 days written notice to the parties. RC officers will notify all members of the modifications.

## **CERTIFICATION**

These By-laws were approved by simple majority vote of the voting members of the SC on \_\_\_\_\_.

# MDEQ/CITY OF NOVI FUNCTIONAL EXERCISE

---

## After Action Report

March 5, 2014

The After-Action Report (AAR) aligns exercise objectives with preparedness doctrine to include the National Preparedness Goal and related frameworks and guidance.

FOR OFFICIAL USE ONLY

**Patriot Services Corporation** would like to thank the Michigan Department of Environmental Quality and the City of Novi for their support and hospitality during the development and conduct of this exercise.

---

---

This document was created for the MDEQ and City of Novi by:

**PATRIOTSERVICES<sup>®</sup> CORPORATION**

2655 East Oakley Park Road, Suite 210  
Commerce Township, MI 48390  
248.313.3200  
[www.patriot-services.com](http://www.patriot-services.com)

# Table of Contents

ADMINISTRATIVE HANDLING INSTRUCTIONS .....	v
PREFACE .....	vi
EXECUTIVE SUMMARY .....	ES-1
SECTION 1: EXERCISE OVERVIEW	
SECTION 2: ANALYSIS OF CORE CAPABILITIES	
Response Mission Area Capabilities and Preliminary Targets .....	2-1
Objective and Core Capability Evaluation Ratings .....	2-3
Evaluation and Analysis .....	2-5
APPENDICES	
Appendix A: Improvement Plan	
Appendix B: Exercise Hot Wash Summary	
Appendix C: Participant Feedback Summary	
Appendix D: Participant Sign-in Rosters	
Appendix E: Acronym Glossary	
Appendix F: References	



# Administrative Handling Instructions

1. The title of this document is *After Action Report: MDEQ/City of Novi Functional Exercise*.
2. The information presented in this document is classified as **For Official Use Only**, and is exempted from disclosure under Section 13(1)(y) of the Michigan Freedom of Information Act (FOIA) Act 442 of 1976, (15.2 MCL)<sup>1</sup>. This document should be safeguarded, handled, transmitted, and stored in accordance with appropriate security directives to prevent theft, compromise, inadvertent access, and unauthorized disclosure. The information contained in this document is for official emergency preparedness use only.
3. Reproduction or distribution of this document, in whole or in part, without prior approval from the City of Novi and MDEQ is prohibited.
4. Point of Contact:

Sgt. Jen Wolf  
MDEQ/DNR, Law Enforcement Division/Emergency Management  
525 West Allegan Street  
Lansing, MI 48909  
517.284.6231  
[wolfj1@michigan.gov](mailto:wolfj1@michigan.gov)

---

<sup>1</sup> Section 13(1)(y) of the Michigan Freedom of Information Act (FOIA) Act 442 of 1976, (15.2 MCL) states: “Records or information of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543 to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance.”

*“Incidents typically begin and end locally, and are managed on a daily basis at the lowest possible geographical, organizational, and jurisdictional level. However, there are instances in which successful incident management operations depend on the involvement of multiple jurisdictions, levels of government, functional agencies, and/or emergency responder disciplines. These instances require effective and efficient coordination across this broad spectrum of organizations and activities.”*

*– DHS National Incident Management System (2008)*

---

The U.S. Department of Homeland Security (DHS) and the Office of Grants and Training (OGT) have implemented the Homeland Security Exercise and Evaluation Program (HSEEP) to enhance and assess prevention, response, and recovery capabilities at the local, state, and federal levels. HSEEP is a threat- and performance-based exercise program that provides doctrine and policy for the planning, the conduct, and the evaluation of exercises.

Emergency preparedness involves a cycle of outreach, planning, capability development, training, exercising, evaluation, and improvement. Successful exercises lead to an on-going program of process improvements. The exercises intended to assist the Michigan Department of Environmental Quality, City of Novi, and their local/regional partners striving for preparedness excellence by analyzing exercise results and:

- Identify strengths which to maintain and build upon.
- Identify potential areas for further improvement.
- Support the development of corrective actions.

This After Action Report is an unbiased critique outlining the events of MDEQ/City of Novi Functional Exercise conducted on March 5, 2014, and written to provide feedback to participating agencies/organizations on their performance during the exercise.

Participating agencies/organizations should view the recommendations in this report **for consideration only** and determine the most appropriate action and resources required for implementation. In some cases, administrators may determine that the benefits of implementation are insufficient to outweigh the costs or time involved. In other cases, they may identify alternative solutions which are more effective, or efficient.

This Page Intentionally Left Blank

# Executive Summary

On March 5, 2014, the City of Novi, with support from the Michigan Department of Environmental Quality (MDEQ), conducted a functional exercise to test command and control activities in response to an emergency incident.

A functional exercise (FE) simulates an emergency in the most realistic manner possible, without the necessity of moving real personnel and equipment to an actual site. This type of exercise is well suited to assess response functions such as emergency management, communications, and resource management. The selected scenario revolved around a domestic terror group stealing a chemical tanker truck and pumping acetone into the city water system. Based upon the severity of the incident, response operations required the activation of the City Emergency Operations Center (EOC) and first responder incident command posts. The exercise control team presented the scenario over a span exceeding four (4) hours and immediately followed the exercise with a debriefing (Hot Wash) to provide participants the opportunity to discuss particular strengths and areas for improvement identified during exercise play.

Patriot Services Corporation, in cooperation with the MDEQ and City of Novi, developed the exercise to compare the performance of the participants against the identified design objectives, as well as to identify strengths and areas for improvement. The overall purpose of this report is to provide an *unbiased* analysis of these results and support the development of corrective actions.

## Exercise Objectives

The exercise design team selected the objectives for this exercise to assess the participant's understanding of local emergency response plans and protocols. In order to successfully do this, they analyzed existing plans and procedures and accepted practices associated with each of the functional response disciplines. The objectives for this exercise were:\*

1. Test the ability to deliver coordinated and actionable public information and warnings to the community.
2. Establish and maintain a unified and coordinated operational structure and process.
3. Develop guidance and identify resources to address all-hazards in support of first responder operations.
4. Establish command and control to stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services.
5. Establish command and control to ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas.
6. Conduct timely communications in support of security, situational awareness, and operations among and between affected areas and first responders.

# Executive Summary

7. Coordinate medical treatment via emergency medical services and related operations to all people in need within affected areas.
8. Test the ability to provide decision makers with relevant information regarding the nature and extent of the hazard, cascading effects, and the status of the response.
9. Coordinate essential public and private services and resources to the affected population.

\*The exercise planning team originally developed an additional objective to address the core capability “Mass Care Services”; however, the control team did not evaluate that objective due to the fact that its intended agency did not actively participate in the exercise.

## Key Strengths

- Water and Sewer Division (WSD) personnel quickly analyzed the effects on the City of Novi water system, thus facilitating rapid decision making.
- WSD personnel used this training opportunity to go into the field and analyze the locations of key water shut-offs throughout the city.
- WSD, Fire, Police, and EMS representatives working within the unified command structure at the Incident Command Post (ICP) displayed exceptional job knowledge and experience.
- EOC personnel displayed a strong understanding for the need to disseminate timely and accurate public information.
- Personnel successfully employed MABAS Box Alarm cards to support emergency plans and response efforts.
- Personnel adapted and quickly overcame communications challenges. For example, the City of Novi dispatcher established a radio patch with the Fire Department and Police Department to allow them to communicate with each other. While not done very often, it is a very good practice.

## Primary Areas for Improvement

- A clearly defined Common Operating Picture (COP) did not establish between the EOC and ICP. While regular updates were presented to the overall group, no single point of reference was used to synchronize the activities of the responding department/agencies. Consider maintaining activity logs at each ESF or section desk. This will enable each group to effectively provide regular information updates to the EOC manager.
- There was no clearly defined ICS structure in the EOC. This created some delay in the operational process as currently, the EOC is divided by city department and does not operate by ICS sections (e.g., Operations, Planning, Finance, and Logistics). Consider aligning city departments to an ICS structure within the EOC.
- WSD personnel had some difficulties with certain maps due to conflicts with the symbology and legends. This created some confusion when developing tactics and strategies, thus hindering mitigation efforts and the common operating picture. Consider updating system infrastructure maps

## Executive Summary

to ensure commonality between command locations and field operators.

- Currently there are no water system mutual aid agreements in place. WSD personnel identified that in a situation such as the one presented, the city would clearly require mutual aid from outside sources. Consider defining and establishing necessary mutual aid agreements with surrounding communities.
- Radio communications proved troublesome between departments. Currently, the WSD operates VHF 2-watt radios, whereas the City of Novi Police and Fire Departments use the 800 MHz “Open Sky” UHF system. This proved troublesome as the city departments were unable to directly communicate with one another, via radio. Consider upgrading the current radio system within the WSD to include connectivity capabilities with other first response agencies. Should upgrades to the 800 MHz system be unobtainable due to cost, investigate the possibility of adding radio repeaters to mobile vehicles. Repeaters would greatly enhance the current VHF capabilities.
- There was not a clear agreement between the city and county on the declaration authorities for a state of emergency. City of Novi personnel indicated they would declare a state of emergency in order to receive additional resources. A dialog arose between the City of Novi and the Emergency Management Coordinator for Oakland County concerning the declaration process. Current City of Novi protocols indicate that the Novi City Manager can sign the declaration; however, the county stated that the mayor or CEO of the city must sign the declaration in order for it to be a valid document. Consider working with the county emergency management director to clarify the declaration authority. This will eliminate any confusion should an actual emergency occur.
- The City of Novi does not have personnel trained on the use of the WebEOC system. WebEOC is a network-enabled incident management tool used to coordinate the use of state assets and provide direct links from the State and County EOCs to local EOCs. Most state and local emergency management agencies use this system to report, track resources, and respond to incident inquiries during an emergency response. Consider training EOC personnel on the use of WebEOC and conducting regular training events to maintain proficiency.

### Conclusion

Overall, the exercise was very successful and participants welcomed this opportunity as a means to test their current readiness in response to a city-wide, emergency incident. The lessons they learned will undoubtedly increase their competence and proficiency during actual emergency response operations. Throughout the exercise, participants performed very well to their current level of experience.

As all exercises are training events, there is no “pass/fail” grading system. The primary reason agencies conduct exercises is not to see where they are strong, but to identify areas that need improvement. The most critical of these, from this event, may be the need to update current infrastructure maps to ensure commonality, better educate city department personnel on ICS concepts, and improving the efficiency

# Executive Summary

of EOC operations. Doing so will greatly improve coordination efforts by expediting information flow, clarifying the common operating picture, and expanding resourcing capabilities.

By taking the lessons learned from this exercise and incorporating them into current response plans, procedures, and protocols, City of Novi personnel will continue to reap the benefits of this training experience. Future training events should focus on developing a greater working knowledge of ICS concepts and EOC processes, as well as the continued involvement of community partners.

---



# Executive Summary

This Page Intentionally Left Blank

# Exercise Overview

## Section 1

Exercise Name	MDEQ Functional Exercise: City of Novi
Exercise Date	Wednesday, March 5, 2014
Exercise Goal	The goal of the exercise was to improve overall emergency response capabilities, increase understanding of the impact of public drinking water emergencies on the community, and to support planning and capitalization of improvement projects to improve community resilience to all-hazards.
Exercise Purpose	The purpose of this exercise was to test command and control activities in response to an emergency incident occurring within the City of Novi.
Scope	<p>The City of Novi, in conjunction with the MDEQ, conducted a functional exercise (FE) that provided participants the opportunity to test current response capabilities during an emergency incident.</p> <p><b>Type:</b> Functional Exercise</p> <p><b>Date:</b> Wednesday, March 5, 2014</p> <p><b>Duration:</b> 4 hours, 25 minutes</p> <p><b>Exercise Locations:</b></p> <ul style="list-style-type: none"> <li>○ City of Novi Police Department (EOC)</li> <li>○ City of Novi Fire Station #4</li> <li>○ CEMS Dispatch Center</li> <li>○ Twelve Oaks Mall</li> </ul>
Mission Area	Response
Core Capabilities	<ul style="list-style-type: none"> <li>▪ Public Information and Warning</li> <li>▪ Operational Coordination</li> <li>▪ Environmental Response / Health and Safety</li> <li>▪ Infrastructure Systems</li> <li>▪ On-scene Security and Protection</li> <li>▪ Operational Communications</li> <li>▪ Public Health and Medical Services</li> <li>▪ Situational Assessment</li> <li>▪ Public and Private Services and Resources</li> </ul>

<p>Exercise Objectives</p>	<ol style="list-style-type: none"> <li>1. Test the ability to deliver coordinated and actionable public information and warnings to the community.</li> <li>2. Establish and maintain a unified and coordinated operational structure and process.</li> <li>3. Develop guidance and identify resources to address all-hazards in support of first responder operations.</li> <li>4. Establish command and control to stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services.</li> <li>5. Establish command and control to ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas.</li> <li>6. Conduct timely communications in support of security, situational awareness, and operations among and between affected areas and first responders.</li> <li>7. Coordinate medical treatment via emergency medical services and related operations to all people in need within affected areas.</li> <li>8. Test the ability to provide decision makers with relevant information regarding the nature and extent of the hazard, cascading effects, and the status of the response.</li> <li>9. Coordinate essential public and private services and resources to the affected population.</li> </ol>
<p>Threat or Hazard</p>	<p>Chemical release</p>
<p>Scenario</p>	<p>The selected scenario involved a domestic terror group stealing a chemical tanker truck and pumping acetone into the City of Novi water system. Based upon the severity of the incident, response operations required the activation of the City Emergency Operations Center (EOC) and first responder incident command posts.</p>
<p>Sponsor</p>	<p>Michigan Department of Environmental Quality</p>
<p>Participating Organizations</p>	<ul style="list-style-type: none"> <li>▪ City of Novi</li> <li>▪ City of Novi Fire Department</li> <li>▪ City of Novi Police Department</li> <li>▪ City of Novi Water &amp; Sewer Division</li> <li>▪ Community EMS</li> </ul>



- Michigan Department of Environmental Quality
- Oakland County Homeland Security/Emergency Management
- Providence Park Hospital Novi
- Twelve Oaks Mall

Participants

Thirty-one (31)



Exercise Team

EXERCISE DIRECTOR

Sgt. Jen Wolf, MDEQ/DNR

PROJECT MANAGER/LEAD EXERCISE PLANNER/SENIOR EXERCISE CONTROLLER

Robert House, Patriot Services Corporation

EXERCISE PLANNING TEAM

Glenn Gilman, Community EMS

Jeffery Johnson, City of Novi Fire Department

Joe Duchon, Patriot Services Corporation

Mike Loper, Oakland County Homeland Security/Emergency Management

Remo Oliverio, City of Novi Fire Department

Pat Fanning, City of Novi Police Department

Ray Garbarino, City of Novi Police Department

Stephen Potter, Patriot Services Corporation

Scott Roselle, City of Novi Department of Public Services, Water & Sewer Division

Shaina Warshay, Community EMS

Tim Kuhns, City of Novi Department of Public Services, Water & Sewer Division

EXERCISE CONTROL AND EVALUATION TEAM

Evan Johnesee, Patriot Services Corporation

Jeff Mrowka, Patriot Services Corporation

Joe Duchon, Patriot Services Corporation

Marcus Leece, Patriot Services Corporation

Mike Loper, Oakland County Homeland Security/Emergency Management

Randy Layton, Patriot Services Corporation

Scott Baker, Patriot Services Corporation

Stephen Potter, Patriot Services Corporation

Shaina Warshay, Community EMS

This Page Intentionally Left Blank

# Analysis of Core Capabilities

## Section 2

**Core capabilities are essential** for the execution of each of the five mission areas identified by the National Preparedness Goal of 2011: Prevention, Protection, Mitigation, Response, and Recovery. To assess both capacity and gaps, each core capability includes capability targets from which the Exercise Planning Team (EPT) developed evaluation measures. The core capabilities and capability targets identified were not exclusive to any single level of government or organization, but rather require the combined efforts of the whole community.

The table below identifies the **Response Mission Area** capabilities evaluated during this exercise:

Response Mission Area Capabilities and Preliminary Targets	
<p><b>Public Information and Warning</b></p>	<p>Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard and, as appropriate, the actions being taken and the assistance being made available.</p> <ol style="list-style-type: none"> <li>1. Inform all affected segments of society by all means necessary, including accessible tools, of critical lifesaving and life-sustaining information to expedite the delivery of emergency services and aid the public to take protective actions.</li> <li>2. Deliver credible messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions and facilitate the transition to recovery.</li> </ol>
<p><b>Operational Coordination</b></p>	<p>Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.</p> <ol style="list-style-type: none"> <li>1. Mobilize all critical resources and establish command, control, and coordination structures within the affected community and other coordinating bodies in surrounding communities and across the Nation and maintain as needed throughout the duration of an incident.</li> <li>2. Enhance and maintain National Incident Management System (NIMS)-compliant command, control, and coordination structures to meet basic human needs, stabilize the incident, and transition to recovery.</li> </ol>
<p><b>Environmental Response / Health and Safety</b></p>	<p>Ensure the availability of guidance and resources to address all hazards including hazardous materials, acts of terrorism, and natural disasters in support of the responder operations and the affected communities.</p> <ol style="list-style-type: none"> <li>1. Conduct health and safety hazard assessments and disseminate guidance and resources, to include deploying hazardous materials teams, to support environmental health and safety actions for response personnel and the affected population.</li> <li>2. Assess, monitor, perform cleanup actions, and provide resources to meet resource requirements and to transition from sustained response to short-term recovery.</li> </ol>



## Response Mission Area Capabilities and Preliminary Targets

### Infrastructure Systems

Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.

1. Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily-damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life-sustainment and congregate care services.
2. Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery.

### On-scene Security and Protection

Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for all traditional and atypical response personnel engaged in lifesaving and life-sustaining operations.

1. Establish a safe and secure environment in an affected area.
2. Provide and maintain on-scene security and meet the protection needs of the affected population over a geographically dispersed area while eliminating or mitigating the risk of further damage to persons, property, and the environment.

### Operational Communications

Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.

1. Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, state, and local first responders.
2. Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and transition to recovery.

### Public and Private Services and Resources

Provide essential public and private services and resources to the affected population and surrounding communities, to include emergency power to critical facilities, fuel support for emergency responders, and access to community staples (e.g., grocery stores, pharmacies, and banks) and fire and other first response services.

1. Mobilize and deliver governmental, nongovernmental, and private sector resources within and outside of the affected area to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to include moving and delivering resources and services to meet the needs of disaster survivors.
2. Enhance public and private resource and services support for an affected area.

### Public Health and

Provide lifesaving medical treatment via emergency medical services and related operations and avoid additional disease and injury by providing targeted public

Response Mission Area Capabilities and Preliminary Targets

<b>Medical Services</b>	health and medical support and products to all people in need within the affected area.
-------------------------	---

1. Deliver medical countermeasures to exposed populations.
2. Complete triage and initial stabilization of casualties and begin definitive care for those likely to survive their injuries.
3. Return medical surge resources to pre-incident levels, complete health assessments, and identify recovery processes.

<b>Situational Assessment</b>	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.
-------------------------------	--

1. Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
2. Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

Objective and Core Capability Evaluation Ratings

Aligning exercise objectives and core capabilities provides a consistent taxonomy for evaluation that transcends individual exercises to support preparedness reporting and trend analysis. Table 1 includes the exercise objectives, aligned core capabilities, and performance ratings for each core capability as observed during the exercise and determined by the evaluation team.

Objective	Associated Core Capability	Performed without Challenges (P)	Performed with Some Challenges (S)	Performed with Major Challenges (M)	Unable to be Performed (U)
1. Test the ability to deliver coordinated and actionable public information and warnings to the community.	<i>Public Information and Warning</i>		X		
2. Establish and maintain a unified and coordinated operational structure and process.	<i>Operational Coordination</i>		X		
3. Develop guidance and identify resources to address all-hazards in support of first responder operations	<i>Environmental Response / Health and Safety</i>	X			

## Analysis of Core Capabilities

Objective	Associated Core Capability	Performed without Challenges (P)	Performed with Some Challenges (S)	Performed with Major Challenges (M)	Unable to be Performed (U)
4. Establish command and control to stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services.	<i>Infrastructure Systems</i>		X		
5. Establish command and control to ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas.	<i>On-scene Security and Protection</i>	X			
6. Conduct timely communications in support of security, situational awareness, and operations among and between affected areas and first responders.	<i>Operational Communications</i>		X		
7. Coordinate medical treatment via emergency medical services and related operations to all people in need within affected areas.	<i>Public Health and Medical Services</i>	X			
8. Test the ability to provide decision makers with relevant information regarding the nature and extent of the hazard, cascading effects, and the status of the response.	<i>Situational Assessment</i>		X		
9. Coordinate essential public and private services and resources to the affected population.	<i>Public and Private Services and Resources</i>		X		

### Ratings Definitions

**Performed without Challenges (P):** The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s) and did not negatively impact the performance of other activities. Performance of this activity did not contribute to additional health and/or safety risks for the public or for emergency workers, and it was conducted in accordance with applicable plans, policies, procedures, regulations, and laws.

**Performed with Some Challenges (S):** The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s) and did not negatively impact the performance of other activities. Performance of this activity did not contribute to additional health and/or safety risks for the public or for emergency workers, and it was conducted in accordance with applicable plans, policies, procedures,

## Ratings Definitions

regulations, and laws. However, opportunities to enhance effectiveness and/or efficiency were identified.

**Performed with Major Challenges (M):** The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s), but some or all of the following were observed: demonstrated performance had a negative impact on the performance of other activities; contributed to additional health and/or safety risks for the public or for emergency workers; and/or was not conducted in accordance with applicable plans, policies, procedures, regulations, and laws.

**Unable to be Performed (U):** The targets and critical tasks associated with the core capability were not performed in a manner that achieved the objective(s).

*Summary of Core Capability Performance*

## Evaluation and Analysis

The following section provides an overview of the performance related to each exercise objective and associated core capability, highlighting strengths and areas for improvement.

**Objective 1:** Test the ability to deliver coordinated and actionable public information and warnings to the community.

**Associated Core Capability:** Public Information and Warning

**Evaluation Rating:** S

### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 1.1:** Despite the lack of an established Joint Information Center (JIC), the City's Communication Officer performed very well. She developed several public information bulletins and announcements ensuring citizens would have been well informed throughout this emergency.

**Strength 1.2:** The Public Safety Director discussed establishing a "tip-line" to provide citizens the ability to relay information concerning the identification and capture of the suspects.

**Strength 1.3:** EOC personnel displayed a strong understanding for the need of disseminating timely and accurate public information.

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 1.1:** Public information messages did not effectively address the functional needs population.

**Analysis:** Throughout this exercise, there was very little emphasis placed on public information directed to the functional needs population; however, personnel did begin to address this when prompted by a controller. Disseminating prompt, accurate information to the public in languages and formats that take into account demographics and functional needs will greatly enhance both operations and the safety and security of the public.

**Recommendation:** Consider developing a specific section in the City's communications plan dedicated to addressing the city's functional needs population.

**Objective 2: Establish and maintain a unified and coordinated operational structure and process.**

**Associated Core Capability:** Operational Coordination

**Evaluation Rating:** S

---

### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 2.1:** WSD, Fire, Police, and EMS representatives working within the unified command structure at the Incident Command Post (ICP) displayed exceptional job knowledge and experience.

**Strength 2.2:** There was excellent teamwork and support within the ICP. Personnel executed plans and procedures promptly and professionally.

**Strength 2.3:** Most department representatives located in the ICP had a liaison for assistance, this proved beneficial for supporting command and control efforts and developing a common operating picture.

**Strength 2.4:** EOC staff displayed a strong sense of urgency in their desire to respond effectively.

---

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 2.1:** A clearly defined Common Operating Picture (COP) did not establish between the EOC and ICP.

**Analysis:** A clearly defined and utilized common operating picture greatly enhances the effectiveness of the overall response capability. During the EOC activation no charts, status boards, or activity logs were

visible to participants displaying current or proposed actions. While regular updates were presented to the overall group, no single point of reference was used to synchronize the activities of the responding department/agencies. Although the City Clerk's Office generated a basic activity log, the amount of information overwhelmed the participant and it was not displayed for others to see or review and take action accordingly.

### Recommendations:

1. Ensure EOC staff are trained in the use of WebEOC and how it is used to support activities in the EOC, as well as the incident location.
2. In lieu of WebEOC, ensure personnel are familiar with the use of ICS forms and other tools. These may be used to document response activities thereby helping to establish a clear common operating picture.
3. Ensure items in operational checklists support the information collection and dissemination needed to establish operational awareness.
4. Consider maintaining activity logs at each ESF or section desk. This will enable each group to effectively provide regular information updates to the EOC manager.
5. Consider creating a scrolling presentation for display within the EOC. This will provide key decision makers immediate access to information whenever needed.

---

**Area for Improvement 2.2:** There was no clearly defined ICS structure in the EOC.

**Analysis:** During the exercise, many City of Novi personnel who had limited training in ICS concepts and procedures occupied positions within the EOC. This created some delay in the operational process as currently, the EOC is divided by city department and does not operate by ICS sections (e.g., Operations, Planning, Finance, and Logistics). While the City employees managed to perform very well throughout the exercise; having the individual departments align and operate within the incident command structure will undoubtedly streamline the operation by improving communications and information flow.

### Recommendations:

1. Consider aligning city department into an ICS structure within the EOC.
2. Consider conducting additional ICS training for EOC staff members to ensure a better understanding of ICS concepts and procedures.
3. Consider developing job action sheets (JAS) for each position within the EOC to define specific emergency response functional roles and responsibilities.

**Area for Improvement 2.3:** Synchronized incident objective development did not occur between the ICP and EOC.

**Analysis:** At no time during the exercise did it appear that the EOC or ICP developed incident objectives that would have enabled the appropriate level of effort put forth in support of field activities. In an optimal operating environment, efforts outside the purview of the ICP should be coordinated through the EOC with the appropriate objectives established.

For example, during the exercise WSD personnel stated information sharing between the ICP and the EOC was insufficient and the common operating picture between the two locations did not synchronize. This resulted in some confusion in the ICP. The reverse of this would have been much better for expediting response operations. The ICP should develop an Incident Action Plan (IAP) from the scene and then provide this information to the EOC. EOC operations would then support the IAP by developing its own set of synchronized objectives, establishing a COP and conduct strategic planning, as well as providing policy direction, communication support, and resources to the ICP – thus leaving tactical decisions to the on-scene responders.

**Recommendations:**

1. The ICP should develop their objectives and provide them to the EOC. The EOC should then, in turn, develop their objectives to support the actions of the ICP.
2. Ensure all personnel with decision making authority or input with in the EOC attend advanced Incident Command System (ICS) training (ICS 300/ICS400).
3. Familiarize all EOC staff with the concepts of the IAP and the development of incident objectives.
4. Establish incident objectives early in the response and coordinate them between the ICP and EOC to ensure the initiation of proper actions.
5. Ensure EOC checklists include prompts for developing incident objectives and other information pertinent to the IAP.

---

**Area for Improvement 2.4:** The EOC did not immediately notify external local and state agencies of the possible water system contamination.

**Analysis:** During operations in the EOC, there was no evidence that notifications were made to the MDEQ, Oakland County Health Division or other neighboring jurisdictions. Timely notifications to external stakeholders can assist response efforts by giving these departments/agencies the ability to

react or activate in a timely and efficient manner, thereby being able to assist the affected jurisdiction more readily.

**Recommendation:** Upon activation of the EOC, consider ensuring appropriate checklists include information for notification to applicable local, state and Federal agencies based upon nature of incident. Relevant agencies can be determined based upon current emergency response protocols and local mitigation analysis.

---

**Area for Improvement 2.5:** EOC personnel did not effectively use checklists or guidance documents during EOC operations.

**Analysis:** Checklists serve as a valuable tool to ensure all EOC personnel are functioning as an integrated unit. Each agency/department represented in the EOC should have a set of operational checklists. No agency or department displayed any use of checklists or guidance documents during the course of operations. Checklists should include sections with general activation activities as well as emergency specific activities that support the overall EOC operation as well as agency/department specific actions. EOC checklists also serve to keep personnel on task and as a reminder of important processes during an often busy environment in the EOC.

**Recommendations:**

1. Develop operational checklists for general EOC activities. Ensure checklists are developed in concert with current plans and programs already established between municipal entities. During EOC activation these checklists should be available in a format usable under all conditions. Checklists should be reviewed on a regular basis to ensure they are current and applicable.
2. Develop operational checklists for specific department EOC activities. Ensure checklists are developed in concert with current plans and programs already established between municipal entities. During EOC activation these checklists should be available in a format usable under all conditions. Checklists should be reviewed on a regular basis to ensure they are current and applicable.
3. Consider incorporating functional checklists into web-based or stand-alone electronic media that can be easily accessed during response activities.

**Objective 3: Develop guidance and identify resources to address all-hazards in support of first responder operations.**

**Associated Core Capability:** Environmental Response / Health and Safety

**Evaluation Rating:** P



### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 3.1:** The Public Services Director (LE), the Assistant Police Chief and the Fire Chief used their mutual aid services very well. The system was well coordinated and worked seamlessly. Kudos to the Public Safety team on a job well done.

**Strength 3.2:** The Fire Department representative in the ICP, who also operated as the HazMat Technician, executed plans and procedures promptly and professionally. Several difficult injects were directed towards Fire Department / HazMat and were dealt with in a timely fashion.

**Strength 3.3:** The City of Novi Fire Department is a member of Oakland County's MABAS 3201 group. MABAS Box Alarm cards are already in place to define and support mutual aid requests / responses / equipment and personnel successfully employed these cards to support emergency plans and response efforts. Additional HazMat resources were also requested early into the exercise.

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 3.1:** N/A.

**Analysis:** Due to the limited number of Fire/HazMat personnel in the ICP, as well as the exercise's primary focus on WSD operations, limited evaluation of this capability occurred. However, all participating Fire/HazMat personnel performed well and properly responded to the scenario injects presented.

**Recommendation:** Continue to enhance capability levels by participating future training events.

**Objective 4: Establish command and control to stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services.**

**Associated Core Capability:** Infrastructure Systems

**Evaluation Rating:** S

### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 4.1:** WSD personnel quickly analyzed the effects on the Novi water system facilitating rapid decisions.

**Strength 4.2:** WSD personnel have a good working knowledge of their systems.

**Strength 4.3:** WSD personnel used this training opportunity to go into the field to the locations of water shut-offs throughout the city.

**Strength 4.4:** WSD personnel requested additional infrastructure training (see *Area for Improvement 4.3* for additional information).

---

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 4.1:** WSD maps in the EOC conflicted with maps available at the ICP.

**Analysis:** During the exercise, WSD personnel had some difficulties with certain maps due to conflicts with the symbology and legends. For example, the symbol that represented a shut-off valve on one map represented a fire hydrant on another. This created some confusion when developing tactics and strategies, thus hindering mitigation efforts and the common operating picture.

**Recommendation:** Consider updating system infrastructure maps to ensure commonality between command locations and field operators.

---

**Area for Improvement 4.2:** The WSD emergency operations plan does not identify Mutual Aid agreements.

**Analysis:** During the post-exercise hot wash, personnel discussed the need to establish mutual aid agreements (MAAs) between the City of Novi WSD and neighboring communities. Currently there are no agreements in place and WSD personnel identified that in a situation such as the one presented, the city would clearly require mutual aid would from adjacent jurisdictions. Had the WSD made requests during the exercise, they would not have known at the time what resources were available from these communities. It is very important that these agreements are in place prior to an incident in order to expedite response operations and support incident mitigation efforts.

**Recommendation:** Consider defining and establishing necessary water system-specific mutual aid agreements with surrounding communities. Once established, incorporate these agreements into the WSDs emergency operations plan for ready access.

**Objective 5: Establish command and control to ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas.**

**Associated Core Capability: On-scene Security and Protection**

**Evaluation Rating: P**

---

### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 5.1:** The LE representatives in the EOC were in constant communications with the ICP.

**Strength 5.2:** There was good coordination at the ICP in regards to providing on-site security and protection.

**Strength 5.3:** The City of Novi has the ability to request the command post vehicle from the Oakland County Sheriff's Office and is aware of the protocol for requesting this asset.

---

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 5.1:** N/A.

**Analysis:** Due to the limited number of LE personnel in the ICP, as well as the exercise's primary focus on WSD operations, limited evaluation of this capability occurred. However, all participating LE personnel performed well and properly responded to the scenario injects presented.

**Recommendation:** Continue to enhance capability levels by participating future training events.

---

**Objective 6: Conduct timely communications in support of security, situational awareness, and operations among and between affected areas and first responders.**

**Associated Core Capability: Operational Communications**

**Evaluation Rating: S**

---

### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 6.1:** Coordinated incident site communications was consistent with the NIMS framework.

**Strength 6.2:** Personnel adapted and quickly overcame communications issues. For example, the City of Novi dispatcher established a radio patch with the Fire Department and Police Department to allow them to communicate with each other. While not done very often, it is a very good practice.

**Strength 6.3:** EOC personnel were in constant contact with the ICP.

---

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 6.1:** Radio communications proved troublesome between departments.

**Analysis:** Currently, the WSD operates VHF 2-watt radios, whereas the City of Novi Police and Fire Departments use the 800 MHz “Open Sky” UHF system. This proved troublesome as the city departments were unable to directly communicate with one another, via radio. No additional radios were available for the WSD to solve this problem and WSD personnel had difficulties communicating even within their own department. For example, when WSD personnel physically went to a location in the city to simulate shutting off a water valve, personnel in the field could not reach the ICP by radio. In order to communicate, the WSD ICP representative had to relocate outside to his work truck to employ his mobile radio, which then increased the communication capabilities. However, there were still radio issues and cellular communications had to be used as a backup. This too proved to be difficult due to the lack of cellular coverage within or near the ICP (Fire Station #4).

Additionally, the 800 MHz radio system provided very poor reception at the ICP. These combined factors undoubtedly inhibited the flow of information and continuity of operations.

### Recommendations:

1. Consider upgrading the current WSD radio system to ensure connectivity capabilities with other first response agencies. Should upgrades to the 800 MHz system be unobtainable due to cost, investigate the possibility of installing radio repeaters in vehicles. Repeaters would greatly enhance the current VHF capabilities.
2. Oakland County’s Communication Support Team (CST) has the capability to respond to a scene with additional 800 MHz radios and temporary patching capabilities, consider adding this resource to current emergency response plans.
3. Consider conduct additional communications exercises to ensure interconnectivity between departments.

**Objective 7: Coordinate medical treatment via emergency medical services and related operations to all people in need within affected areas.**

**Associated Core Capability:** Public Health and Medical Services

**Evaluation Rating:** P

### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 7.1:** The Fire Chief was in constant contact with Community Emergency Medical Services (CEMS) and Med-Control. He maintained communications with the EMS services throughout the exercise to insure that were sufficient numbers of emergency medical resources available. The Fire Chief was able to call out 3 EMS MABAS boxes to ensure that there were enough EMS transportation vehicles to transport all victims.

**Strength 7.2:** The Med-Control system worked very well.

**Strength 7.3:** EMS and Fire initiated EMS mutual aid and MABAS early on in the incident to best accommodate the influx of 9-1-1 calls.

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 7.1:** There appeared to be no clear tracking of EMS resources or patient movement.

**Analysis:** During the response efforts outside EMS resources appeared to “self-stage” and did not take direction from the IC or recommendations from the EOC. This further complicated the fact that personnel did not track transported patients as to receiving hospital and transporting agency. Less than complete tracking and control of response assets creates confusion, rumors, and hinders the overall response capability.

#### **Recommendations:**

1. Consider providing external agencies, such as private ambulance, clear and concise direction to ensure mechanisms are in place to accurately track response assets coming from outside sources. This may come from the IC or the EOC.
2. Consider developing or reviewing protocols that facilitate the accurate tracking and movement of patients from the scene, to hospitals, between hospitals or other facilities.

**Objective 8: Test the ability to provide decision makers with relevant information regarding the nature and extent of the hazard, cascading effects, and the status of the response.**

**Associated Core Capability:** Situational Assessment

**Evaluation Rating:** S

---

### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 8.1:** The EOC conducted regular information update briefings.

---

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 8.1:** There was inconsistent understanding of authorities between the city and county on the state of emergency declaration authorities.

**Analysis:** Current City of Novi protocols indicate that the Novi City Manager can sign the declaration; however, the county stated that the mayor or CEO of the city must sign the declaration in order for it to be a valid document. While more than likely, who can legally sign an emergency declaration is the determination of the community in which the incident occurs; however, conflicting protocols can easily hinder the resourcing process and result in delayed mitigation efforts.

**Recommendation:** Consider working with county emergency management to clarify the declaration signing protocol. This will eliminate any confusion should an actual emergency occur.

---

**Area for Improvement 8.2:** The City of Novi does not have personnel trained on the use of WebEOC.

**Analysis:** During the exercise, personnel in the EOC had no way of immediately accessing or displaying significant incident information as they did not have anyone trained on using WebEOC. WebEOC is a network-enabled incident management tool used to coordinate the use of state assets and provide direct links from the State and County EOCs to local EOCs. Most state and local emergency management agencies use this system to report, track resources, and respond to incident inquiries during an emergency response. As an example, data entered into WebEOC is viewable on various status boards, thus allowing all authorized federal, state, local and private agencies simultaneous access. It is a great benefit for local EOCs to use this system to communicate with other entities in order to obtain a common operating picture throughout an event.

**Recommendation:** Consider training EOC personnel on the use of WebEOC and conducting regular training events to maintain proficiency.

**Objective 9: Coordinate essential public and private services and resources to the affected population.**

**Associated Core Capability:** Public and Private Services and Resources

**Evaluation Rating:** S

---

### Strengths

The evaluated capability level attributes to the following strengths:

**Strength 9.1:** The EOC maintained communications with private-sector agencies.

---

### Areas for Improvement

The following evaluated areas require improvement to enhance the capability level:

**Area for Improvement 9.1:** There were a limited number of private agencies participating in the exercise.

**Analysis:** The Twelve Oaks Mall was the only private-sector organization to participate in the exercise. Although additional organizations initially indicated a desire to participate, they eventually declined as the planning process evolved. Participation from local hospitals and public sector partners would have greatly enhanced the understanding of the capabilities these entities bring to the response or needs they may have from City of Novi agencies.

The scenario presented during this exercise would have certainly called for significant information and coordination with organizations outside the structure of local government. Just like understanding the capabilities and limitation of each of the respective departments, a solid understanding of key community response partners only strengthens the ability of local government to more efficiently respond to emergencies.

### Recommendations:

1. Continue to invite private sector organizations and public partners to participate in the emergency planning process. This can demonstrate their importance to the overall response.
2. Consider inviting external organizations and public partners to participate in future training events to build relationships and improve capabilities.

This Page Intentionally Left Blank



# Improvement Plan

Appendix A

## Improvement Plan

The exercise team will provide *Appendix A: Improvement Plan* as a companion file to the After Action Report. This will afford participating agencies the opportunity to use the IP as a working document while maintaining the integrity of the AAR.

# Exercise Hot Wash Summary

Appendix B

**At the conclusion of the exercise,** participants took part in a debriefing or “Hotwash”. This provided an opportunity for them to discuss various aspects of their performance during the exercise and covered the following:

- A review of immediate activities.
- The identification of good/best practices.
- The identification of areas needing improvement.

The Hotwash was a great learning tool for not only the participants, but also the exercise control/evaluation team. The intent for the Hotwash was to create a positive experience – not provide a forum for fault finding or finger pointing.

### Hotwash Comments

The following Strengths and Areas for Improvement are a compilation of responses received from participants following each exercise part.

#### Strengths

- The exercise was a great learning lesson.
- Very good exercise in regards to realism.
- Well streamlined communication between the departments and agencies.
- Great perspective view on different organizations and how they can work together in a situation like this.
- Water Department recognized the need to keep their pump stations clear of ice and snow.
- Great to see how smaller departments work and are incorporated in incidents like this (e.g., Finance).
- Information flowed in a timely fashion.
- Great test in continuity operations
- Time management went well.
- WSD personnel went out into the field during the exercise to simulate a real incident and to learn the location of water shut-offs throughout the city.
- All CP personnel worked very well together and supported each other’s operations.
- All personnel at the CP took the exercise seriously.
- The teamwork and respect for each other was huge.
- Communication redundancy.
- Good reminder on the roles and how they fit.
- Exercise well organized.

## Exercise Hot Wash Summary

- Think tanks operated effectively.
  - Water mapping was extremely helpful.
  - Great lesson in personnel management.
- 

### Areas for Improvement

- Difficulty distinguishing who is available for officers, EMS, etc; who is at the scene; resource tracking.
  - Many WSD workers did not know the location of critical shut-off locations.
  - Communications at the ICP were poor.
  - Critical Infrastructure maps of water lines, pump stations were not readily available.
  - Mutual Aid with other communities needs to be refined with memorandums of understanding.
  - Police Sergeant at Command Post needed an assistant.
  - Information flowed well from the ICP to the EOC but not from the EOC to the ICP.
  - Initial notification was duplicated due to lack of communication within the EOC.
  - EMS team stated they wished Providence Hospital would have participated.
  - Logs for tracking were a must.
  - Too many acronyms – not everyone is familiar with all the ones being used.
  - Get objective together and decide what is the most important.
  - WSD radios did not work as expected.
  - Police radios did not work well inside of fire station. Many times the officers had to go outside to transmit to the EOC.
  - Let the IC deal with tactical aspect of the operation.
-

# Participant Feedback Data

Appendix C

**At the conclusion** of the post-exercise Hot Wash, the control team asked participants to complete an exercise feedback form. The weighted average of each question was calculated and the total scores list below:

Question	Average
1. Pre-exercise briefings were informative and provided the necessary information to conduct my role in the exercise.	4.12
2. The exercise scenario was plausible and realistic.	4.18
3. Exercise participants included the right people in terms of level and mix of disciplines.	4.18
4. Participants were actively involved in the exercise.	4.18
5. The exercise was appropriate for someone in my field with my level of experience/ training.	4.41
6. The exercise increased my understanding about and familiarity with the capabilities and resources of other participating organizations.	4.53
7. The exercise provided the opportunity to address significant decisions in support of critical mission areas.	4.41
8. After this exercise, I am better prepared to deal with the capabilities and hazards addressed.	4.35
9. I would like to participate in more exercises of this nature.	4.35
<b>Weighted Average Score:</b>	<b>4.30</b>

**Scoring Key:**

(5) = Strongly Agree

(1) = Strongly Disagree

## Feedback Comments

In addition to rating the questions listed above, the form provided exercise participants the opportunity to identify areas that would assist in improving future training and exercises, as well as offer general feedback. The following lists indicate the topics presented, with a sampling of their respective comments:

### I observed the following strengths during this exercise:

- Timely briefs.
  - Good exchange between city departments and outside agencies.
  - Pre-positioned assets and alternate water supply.
  - Worked well with the limited resources provided.
  - The scenario was outstanding.
  - Communication amongst the departments involved.
  - Free flow of information.
  - Communication from on-site command post.
  - Great information from the Water Department.
  - Some leadership didn't have active roles but stayed engaged and asked questions.
  - Lots of people stepping up to try and solve problems.
  - Good communication with the command center.
  - Extreme professionalism and knowledge of the team.
  - Value of partnership.
  - Did very well at guiding the EOC, controlling information, and providing updates.
  - Room setup great with assets.
  - Great documentation and communication throughout.
  - Many strong leaders employed at the city.
  - Well ahead of many other communities on having a plan.
  - Very organized.
  - Unified incident command.
  - Willing participants.
  - People were familiar with their assigned functions.
  - Players were very knowledgeable of operations and resources.
  - Well organized scenario.
- 

### I observed the following areas for improvement during this exercise:

- Need to continue developing relations with county, state, and federal agencies.
- Better information from multiple locations.
- Pre-positioned staging areas for outside resources.
- Phone numbers provided were difficult to reach often.



## Participant Feedback Data

- Organization of room and dedicated food area.
  - Accurate recording of time/actions.
  - SimCell number was always busy. Need more personnel and phones.
  - DPS communications.
  - Better available mapping of infrastructure.
  - Need more reliable radio communications.
  - Facilitators could have been more active to tell us what the ground rules were. Coach more, observe less.
  - The role of non-public safety personnel during an emergency.
  - Need to train additional next level staff.
  - The city needs a better plan of which employees to keep for the day or days into the future if there's a real emergency.
  - More detailed schedule of updates in EOC.
  - Better knowledge of the communications setup in the EOC.
  - Obtaining clear updates.
  - Confusion on what essential staff to keep.
  - This was the first time I've had training along these lines.
  - Specific plans for my department no established.
  - Better set up of the command post.
- 

What specific training opportunities helped you (or could have helped you) prepare for this exercise? Please provide specific course names, if applicable.

- Incident management, all-hazards.
  - ICS 100, 200, 300, 400, 500, 700, 800.
  - More individuals from the fire department involved would allow all of us to get training on similar real life scenarios to help better prepare for a situation of this sort.
  - Functional exercises like this are the best to prepare.
  - Tabletop exercises.
-

## Participant Feedback Data

Please provide any additional comments or recommendations on how future exercises could be improved or enhanced:

- It would be good to provide a 10 minute refresher on NIMS (on how the EOC versus the ICS works especially chain of command). I was unsure who I was supposed to be reporting to.
  - It would be helpful to know the form of government so the scenarios don't get confusing throughout the exercise.
  - Scenario needs more pictures to assist with painting the picture to help with decisions.
-

# Participant Sign-In Rosters

Appendix D

**MDEQ/CITY OF NOVI FUNCTIONAL EXERCISE**  
**PARTICIPANT SIGN-IN ROSTER**

**EOC***Please print legibly*

Name	Agency	Email
Mike Loper	Oakland County EM + Maclelland Security	Loperm@oakgov.com
JERRAD S. HART	Novi PD	jhart@cityofnovi.org
RICK MITCHELL	NOVI PD	RMITCHELL@CITYOFNOVI.ORG
David Mollay	NOVI PUBLIC SAFETY	dmollay@cityofnovi.org
MARC PERENIK	Novi PD	MPERENIK@CITYOFNOVI.ORG
Erick Zinse	Novi PD	ezinse@cityofnovi.org
Bob Petty	Novi	rpetty@cityofnovi.org
Tim Kuhns	Novi PPS	tkuhns@cityofnovi.org
Tia Gronlund-Fox	Novi - HR	tgronlundfox@cityofnovi.org
CHARLES BOULAND	NOVI - CO.	cbouland@cityofnovi.org
ROB HAYES	Novi - DPS	rhayes@cityofnovi.org
MARYANNE CORNELIUS	Novi City Clerk	mcornelius@cityofnovi.org
Victor Cardenas	Novi - City Mgr	vcardenas@cityofnovi.org
Carl Johnson	Novi - City Finance Dir.	CJohnson@cityofnovi.org
Jeff Johnson	Novi - Fire	jjohnson@cityofnovi.org

PAGE 1 of 2

MARCH 5, 2014



**MDEQ/CITY OF NOVI FUNCTIONAL EXERCISE  
PARTICIPANT SIGN-IN ROSTER**

**ICP***Please print legibly*

Name	Agency	Email
Glenn Gullman	CCMS	medicoaddy7@gmail.com
David Moran	CCMS	medic3992@yahoo.com
Kevin Roby	CITY OF NOVI WATER & SEWER DIV.	krobby@cityofnovi.org
Linda Slepetski	City of Novi W&S Dept.	lslepetski@hotmail.com
Anthony Marino	City of Novi W&S Dept.	marinotony@gmail.com
SCOTT ROSELLE	CITY OF NOVI OPS, W&S DIV.	sroselle@cityofnovi.org
PAT FANNING	Novi Police Dept.	pfanning@cityofnovi.org
Ryan Trainer	City of Novi water & sewer	rtrainer@cityofnovi.org
Drew Gariepy <sup>operator ID #3476</sup>	City of Novi water & sewer Div.	dgariepy@cityofnovi.org
CAPT. JOHN B. MARTIN	Novi Fire Dept.	jmartin@cityofnovi.org
Joe Carpenter	Novi Fire Dept.	JCarpenter@CityofNovi.org
JIM CHEWE	NOVI H2O	JCHEWE@CITYOFNOVI.ORG

PAGE 1 of 1

MARCH 5, 2014

# Acronym Glossary

Appendix E

## Acronym Glossary

AAR	After Action Report
CEMS	Community Emergency Medical Service
CST	Communications Support Team
COP	Common Operating Picture
DHS	Department of Homeland Security
DNR	Department of Natural Resources
DW	Drinking Water
DWS	Department of Water & Sewer
EM	Emergency Management
EMD	Emergency Management Division
EMS	Emergency Medical Service
EOC	Emergency Operations Center
EPA	Environmental Protection Agency
EPT	Exercise Planning Team
EOP	Emergency Operations Plan
ERP	Emergency Response Plan
ESF	Emergency Support Function
FD	Fire Department
FE	Functional Exercise
FOIA	Freedom of Information Act
FOUO	For Official Use Only
HSD	Homeland Security Division/Department
HSEEP	Homeland Security Exercise and Evaluation Program
IAP	Incident Action Plan
ICS	Incident Command System
ICP	Incident Command Post
IP	Improvement Plan
IT	Information Technology
LE	Law Enforcement
MAA	Mutual Aid Agreement
MABAS	Mutual Aid Box Alarm System
MDEQ	Michigan Department of Environmental Quality
MHz	Megahertz



## Acronym Glossary

NIMS	National Incident Management System
OEM	Office of Emergency Management
OGT	Office of Grants and Training
PD	Police Department
POC	Point of Contact
UHF	Ultra-High Frequency
WSD	Water and Sewer Division

# References

Appendix F

The following are key references used during the development of this exercise. They may also provide a future benefit to exercise participants in supporting the development and improvement of local emergency response plans.

### United States Department of Homeland Security (DHS)

- National Preparedness Goal, September 2011
- Homeland Security Exercise and Evaluation Program (HSEEP)
- [www.dhs.gov](http://www.dhs.gov)

### Federal Emergency Management Agency (FEMA)

- IS-100.b: Introduction to the Incident Command System
- IS-120.a: An Introduction to Exercises
- IS-130: Exercise Evaluation and Improvement Planning
- IS-139: Exercise Design
- IS-200b: ICS for Single Resources and Initial Action Incidents
- ICS-300: Intermediate Incident Command System
- IS-393.a: Introduction to Hazard Mitigation
- ICS-400: Advanced Incident Command System
- IS-547.a: Introduction to Continuity of Operations
- IS-700a: National Incident Management System (NIMS), an Introduction
- IS-701.a: NIMS Multiagency Coordination System (MACS) Course
- IS-702.a: National Incident Management System (NIMS) Public Information Systems
- IS-703.a: NIMS Resource Management
- IS-704: NIMS Communications and Information Management
- IS-706: NIMS Intrastate Mutual Aid - An Introduction
- IS-800b: National Response Framework (NRF), an Introduction
- IS-914: Surveillance Awareness: What You Can Do
- [fema.gov](http://fema.gov)
- <http://training.fema.gov/is/>

This Page Intentionally Left Blank



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

[www.johnsonrosati.com](http://www.johnsonrosati.com)

September 9, 2014

Rob Hayes, Public Services Director  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Michigan Water/Wastewater Agency Response Network  
Mutual Aid and Assistance Agreement, Bylaws and Resolution**

Dear Mr. Hayes:

We have received and reviewed a revised draft of the Mutual Aid and Assistance Agreement, and amended Bylaws provided for the City to participate in the Michigan Water/Wastewater Agency Response Network (MiWARN), a copy of which are attached. All issues set forth in our May 21, 2014 review report have been addressed.

The Mutual Aid and Assistance Agreement provides for communities across Michigan to provide mutual aid and assistance in the form of supplies, equipment and personnel when requested by another member community as the result of a natural or manmade emergency that disrupts that member's utility services. A request for assistance can be made directly to another participating member, or through the organization's website. A member has complete discretion in deciding whether the member can provide equipment, personnel and or supplies in response to a request for assistance. The requesting member is responsible for reimbursing the responding member for the cost of response, including personnel costs and supply costs, lodging and food costs if other accommodations are not available, in accordance with the terms of the Agreement.

Costs for use of equipment are generally based on FEMA schedules, unless an alternative cost schedule is approved ahead of the response. Each party is responsible for its own insurance and liability for the actions of its own employees. Each party must provide its own employees with Workers Compensation coverage.

Rob Hayes, Public Services Director

September 9, 2014

Page 2

All parties maintain governmental immunity provided by statute. The only indemnity obligations included within the Agreement require members responding and/or requesting response an incident to indemnify and hold harmless all other members that did not participate in the incident for any liability related to that incident. The term of the Agreement is indefinite subject to termination by 7-days written notice by any member that seeks to withdraw. The Agreement will remain in effect unless there are less than two remaining parties or all parties vote to terminate. We see no legal impediment to entering into the Agreement for Mutual Aid and Assistance in the current format.

With respect to the Bylaws provided we generally have no objection to the format and content. They generally provide the rules and procedure governing the conduct of meetings for the Association.

We are enclosing the Resolution that has been modified for consistency with the City's standard format and to include additional information requested within the Resolution regarding authorized signatures.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



ELIZABETH KUDLA SAARELA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Tim Kuhns, Water and Sewer Engineer (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

# MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK BY-LAWS

## ARTICLE I - NAME AND PURPOSE

Section 1 - Name: The name of the organization shall be the Michigan Water/Wastewater Agency Response Network, (MiWARN). It shall consist of water, wastewater and public works agency representatives that work together to provide an emergency response network.

Section 2 - Purpose: MiWARN is organized for the purpose of supporting and promoting statewide and/or local emergency preparedness, disaster response, and mutual aid and assistance to member water, wastewater and public works agencies in Michigan.

## ARTICLE II – MEMBERSHIP

Section 1 – Eligibility for Membership: Voting membership is limited to one primary and one backup member from each “Participating Agency” which is any Water, Wastewater or Public Works Agency that has entered into the Mutual Aid Agreement, and is a government entity or political subdivision of the State of Michigan. Membership is granted upon receipt of notification of member from the agency’s designated representative.

Section 1A – Michigan Section, American Water Works Association membership: The Michigan Section, American Water Works Association (MIAWWA) will be provided a voting membership that is limited to one primary and one backup member from the association who has entered into, and is in current standing, of the Mutual Aid Agreement for Water/Wastewater providers in the State of Michigan.

Section 1B – Michigan Water Environment Association membership: The Michigan Water Environment Association (MWEA) will be provided a voting membership that is limited to one primary and one backup member from the association who has entered into, and is in current standing, of the Mutual Aid Agreement for Water/Wastewater providers in the State of Michigan.

Section 1C – Michigan Chapter, American Public Works Association membership: The Michigan Chapter, American Public Works Association (APWA-Mi) will be provided a voting membership that is limited to one primary and one backup member from the association who has entered into, and is in current standing, of the Mutual Aid Agreement for Water/Wastewater providers in the State of Michigan.

Section 1D – Michigan Rural Water Association membership: The Michigan Rural Water Association (MRWA) will be provided a voting membership that is limited to one primary and one backup member from the association who has entered into, and is in current standing, of the Mutual Aid Agreement for Water/Wastewater providers in the State of Michigan.

Section 1E – Associate membership: An associate membership will provide an opportunity for other agencies or individuals to participate in organization activities. These non-voting members will not be required to enter into mutual aid agreements.

Section 2 – Rights of Members: Each member shall be eligible to appoint one voting representative to cast the member’s vote in organization elections.

Section 3 – Attendance of Meetings: Attendance at meetings is necessary to help ensure that all agencies provide updated and accurate information so that responses to emergencies are handled in a uniform and consistent manner.

Section 4 – Resignation and Termination: Any representative can resign by filing a written resignation with the Secretary of the Steering Committee (SC) and the Regional Committee (RC). Following the termination, the organization will request that another representative be provided by the member agency.

Section 5 – Non-voting Membership: The Steering Committee shall have the authority to establish and define non-voting categories of membership.

### **ARTICLE III - ADMINISTRATION**

Section 1 - Administration: The administration of the Michigan Water/Wastewater Agency Response Network (MiWARN) will be conducted through the MiWARN SC. The SC has been established in order to organize and maintain the Mutual Aid and Assistance Program and the Michigan Water/Wastewater Agency Response Network.

### **ARTICLE IV - STEERING COMMITTEE**

Section 1 - Steering Committee: The MiWARN SC shall consist of no greater than 12 members. The SC will include an elected representative of each of the eight (8) RC’s and a representative from each of the following affiliate organizations: the Michigan Section - AWWA, the Michigan Water Environment Association, the Michigan Chapter - APWA, and the Michigan Rural Water Association. If a representative has not been named from a RC or a representative has not been designated by the affiliate organization, then that position shall remain vacant until a representative has been properly named.



## **ARTICLE V - REGIONAL COMMITTEES**

Section 1 - Regional Committees: MiWARN is represented by eight (8) geographic regions consistent with the eight districts established by the Michigan State Police Emergency Management and Homeland Security Division and the eight bioterrorism preparedness regions designated by the Michigan Department of Community Health. The MiWARN Regional Committees (RC) will be established by the members in that region.

## **ARTICLE VI - MEETINGS OF THE STEERING COMMITTEE**

Section 1 - Regular Meetings: Regular meetings of the SC shall be held at least quarterly, at a time and place designated by the Chair.

Section 2 - Special Meetings: Special meetings may be called by the Chair, Co-chair, or a simple majority of the SC.

Section 3 - Notice of Meetings: Notice of all regularly scheduled meetings of the SC shall be made through printed notice or electronic (email). Notice of each meeting shall be given to each member of the SC, not less than two weeks prior to the meeting.

Section 4 - Quorum: Simple majority of voting Members present at any properly announced SC meeting shall constitute a quorum.

Section 5 - Voting: All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place. Each member of the SC shall have only one member eligible to vote at each meeting.

## **ARTICLE VII - MEETINGS OF REGIONAL COMMITTEES**

Section 1 - Regular Meetings: Regular meetings of the RC shall be held quarterly at a minimum, at a time and place designated by the Chair.

Section 2 - Special Meetings: Special meetings may be called by the Chair, Co-chair, or a simple majority of the RC.

Section 3 - Notice of Meetings: Notice of all regularly scheduled meetings of the Regional Committee shall be made through printed notice or electronic (email). Notice of each meeting shall be given to each member of the RC, not less than two weeks prior to the meeting.

Section 4 - Quorum: Simple majority of members present at any properly announced RC meeting shall constitute a quorum.

Section 5 - Voting: All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place. Each member agency of the RC shall have only one vote at each meeting.

## **ARTICLE VIII - OFFICERS**

Section 1 - Officer's Role, Size, and Compensation: The SC and RC officers are responsible for overall policy and direction of the organization, and delegate responsibility of day-to-day operations. SC and RC officers shall consist of the following: Chair, Co-Chair and Secretary. The officers receive no compensation other than their normal salary paid by their respective employers for their work on the SC or RC.

Section 2 - Terms: All SC and RC officers shall serve 3-year terms; 1<sup>st</sup> year as Secretary, 2<sup>nd</sup> year as Co-Chair and 3<sup>rd</sup> year as Chair. All officers are eligible for re-election. The term year shall be on a calendar year basis.

Section 3 - Officer Election: New officers and current officers of the SC and RC shall be elected or re-elected by the voting members of the SC or RC. Officers will be elected by a simple majority of voting members present.

Section 4 - Election Procedures: At the meeting prior to the end of the term of existing officers of the SC and RC, nominations will be taken. Any member can nominate another member as a candidate to the slate of nominees. An open vote will then be taken at the same meeting. A simple majority shall determine the election of officers.

The duties of the officers of the SC and RC are as follows:

The *Chair* shall convene regularly scheduled SC or RC Meetings, shall preside or arrange for other officers to preside at each meeting in the following order: Co-Chair, Secretary.

The *Co-Chair* shall chair meetings in the event of absence by the *Chair* at meetings of the SC and RC.

The *Secretary* shall be responsible for keeping records of the SC and RC actions, including the taking of minutes at all meetings, sending out meeting announcements, distributing copies of meeting minutes and agenda, and assuring that records are maintained.

Section 5 - Vacancies: When a vacancy of an RC officer exists during mid-term, nominations for the position must be received two weeks in advance of the next scheduled meeting of the RC, whereby the filling of the vacancy is to be voted on. These vacancies will be filled only to the end of the particular vacant officer's term. A simple majority of the voting members within the affected region present at the meeting will determine the outcome of the election. When a vacancy exists on the SC, a replacement shall be named by the RC or the affiliate organization within 90 days of the vacancy. If the vacated position on the SC is held by an officer of the SC, nominations for the replacement must be received two weeks in advance of the next scheduled meeting of the SC, whereby the filling of the vacancy is to be voted on. These vacancies will be filled only to the end of the particular vacant officer's term. A simple majority of the voting members of the SC present at the meeting will determine the outcome of the election.

Section 6 - Resignation, Termination, and Absences: Resignation of SC or RC officers must be in writing and received by the Secretary. An officer may be terminated from the SC or RC for cause or other reasons by a three-fourths vote of the voting members of the SC or RC.

Section 7 - Special Meetings: Special meetings of the SC and RC shall be called upon the request of the Chair, Co-Chair, or by the simple majority vote of the voting members when the special meeting is necessary.

## **ARTICLE IX - AMENDMENTS**

Section 1 - Amendments: These by-laws may be amended when necessary by simple majority vote of the voting members of the Steering Committee. Proposed amendments must be submitted to the Secretary of the Steering Committee to be sent out with regular meeting announcements.

## **ARTICLE X - MODIFICATIONS**

Section 1 - Modifications: No provision of this agreement may be modified, altered or rescinded by individual parties. Modifications to these By-laws require a simple majority vote of the voting members of the SC. The SC will notify all RC officers in writing and those modifications shall be effective upon 60 days written notice to the parties. RC officers will notify all members of the modifications.

## **CERTIFICATION**

These By-laws were approved by simple majority vote of the voting members of the SC on August 17, 2014.

# MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK

## Mutual Aid and Assistance Agreement

### RECITALS

WHEREAS, certain Michigan water, wastewater and public works agencies (the “Members”), have formed the “Michigan Water/Wastewater Agency Response Network,” (Michigan WARN or MiWARN), to share resources and to assist each other in the form of personnel, equipment, materials and supplies in the event of emergencies that disrupt utility services; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501 et seq. (the “Act”) permits a public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities in need of emergency assistance caused by natural or man-made disasters.

WHEREAS, the Members have agreed to enter into this “Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement,” (“Agreement”), to describe the terms and conditions under which emergency assistance may be requested and provided; and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of mutual aid and assistance within the State of Michigan.

NOW, THEREFORE, in consideration of the promises and the mutual undertakings contained in this Agreement, the Members of the Michigan WARN, as agreed upon, and authorized by, their respective legislative authorities mutually agree as follows:

### AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities and Public Works Agencies that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

### ARTICLE I. PURPOSE

The water/wastewater mutual aid program was established to provide a method whereby water/wastewater utilities together with public works agencies sustaining physical damage from natural or manmade disasters may obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities and public works agencies. This Agreement hereby establishes within the State of Michigan an intrastate program for mutual aid and assistance. Through the Michigan WARN Program, Members shall coordinate voluntary response activities and shall share voluntary resources during emergencies and other events, as described in this Agreement.

## ARTICLE II. DEFINITIONS

**A. Agreement** - The Michigan Water/Wastewater Agency Response Network Mutual Aid and Assistance Agreement.

**B. Authorized Official** - An employee, agent, or official of a Member who is authorized by the Member's governing board or management to request assistance and/or offer assistance under this agreement.

**C. Emergency** - A natural or manmade event that is, or is likely to be, beyond the control of the available services, personnel, equipment, and facilities of a mutual aid and assistance program member. The request for aid does not require an official declaration of an emergency by the local or state agencies, and the aid may be provided during the emergency response or recovery phases.

**D. Member** - Any public body or political subdivision or private water and/or wastewater utility and/or public works agency or its principals that execute this Agreement.

**E. Requesting Member** - A Member who requests assistance in accordance with the terms and conditions of this Agreement and the mutual aid and assistance program.

**F. Responding Member** - A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

**G. National Incident Management System (NIMS)** – A national, standardized approach to incident management and response created by the federal Department of Homeland Security that sets uniform processes and procedures for emergency response operations to prepare for, protect against, respond to and recover from emergency events.

**H. Period of Assistance** - A specified period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources are returned to its facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

**I. Steering Committee** – A committee consisting of representatives from Members and other agencies that may have a role to play in the mutual aid and assistance program (e.g., MIAWWA, APWA-Mi, MDEQ, MWEA, RCAP,

MRWA, WEF, MSPEMHS, public health, water and wastewater utility organizations), that shall administer the MiWARN program for the State of Michigan.

**K. Work or Work Related Period** - Any Period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active work within a reasonable time. Also, included is mutually agreed-upon rotation of personnel and equipment.

### **ARTICLE III.        ADMINISTRATION**

The mutual aid and assistance program shall be administered through Regional Committee and, as needed, a Steering Committee. The purpose of the Regional Committee is to provide local coordination of the mutual aid and assistance program, before, during and after an emergency event. The purpose of a Steering Committee is to provide coordination on a statewide basis of the mutual aid and assistance program before, during and after an emergency. The Steering Committee, under the leadership of an elected Chair, shall meet at least annually to address mutual aid and assistance program issues and to review emergency preparedness and response procedures. Under the leadership of the Chair, the Steering Committee members shall plan and coordinate emergency response planning and response activities for the mutual aid and assistance program.

The Steering Committee, upon being formed and authorized, shall adopt by-laws to govern the administration of the Steering and Regional Committees, and the implementation of this Agreement. The by-laws for the Regional Committees shall be uniform and subject to changes or amendments only by the Steering Committee.

### **ARTICLE IV.        PROCEDURES**

The Steering Committee shall develop operational and planning procedures for the MI WARN Program. These procedures shall be reviewed at least annually and updated as needed.

It is the responsibility of each Member to develop its own operational and planning procedures in accordance and consistent with the procedures adopted by the Steering Committee, to identify the critical components of its own infrastructure and its emergency response resources.

### **ARTICLE V.        REQUESTS FOR ASSISTANCE**

**A. Member Responsibility** – Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information, including 24-hour access; and maintain resource information made available for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a Member. Requests for assistance can be made orally or in writing via the website. When made orally, the request for assistance shall be prepared in writing as soon as practicable after the oral request. Requests for assistance shall be directed to the Authorized Official of a Member. Specific protocols for requesting aid are set forth in the operational and planning procedures referenced in Article IV, above.

**B. Response to a Request for Assistance** – After a Member receives a request for assistance, the Authorized Official shall evaluate whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Official shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

**C. Discretion of Responding Member's Authorized Official** – Each Member recognizes and agrees that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Official's decisions on the availability of resources shall be final.

## **ARTICLE VI.           RESPONDING MEMBER PERSONNEL**

**A. National Incident Management System (NIMS)** - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under NIMS.

NIMS provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

**B. Control** - Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Members(s). Whenever practical, Responding Member's personnel must be self-sufficient for up to 72 hours.

**C. Food and Shelter** - The Requesting Member shall supply reasonable food and shelter for the Responding Member's personnel. If the Requesting Member fails to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established

by the State of Michigan for that area. The Requesting Member remains responsible for reimbursing Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

**D. Communication** - The Requesting Member shall provide Responding Member's personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

**E. Status** - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.

**F. Licenses & Permits** - To the extent permitted by law, the Responding Member's personnel who hold licenses, certifications or permits issued by the State of Michigan evidencing professional, mechanical or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant to their respective credentials during the specified Period of Assistance.

**G. Right to Withdraw** - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible. Notice of withdrawal can be made orally or in writing and is within the complete discretion of the Responding Member. When made orally, the notice of withdrawal shall be prepared and submitted in writing as soon as practicable after the oral notice.

**H. No Waiver of Governmental Immunity** – All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules which apply to the activity of officers, agents and employees of public bodies, including, but not limited to counties, cities, townships, and villages, shall apply to the same degree and extent to the performance of such functions and duties of Members extraterritorially under the provision of this Agreement. No provision of this Agreement is intended to, nor shall any provision of the Agreement be construed as a waiver by any governmental entity, its agents, employees or officials, of any governmental immunity as provided by Public Act 170 of 1964, the "Governmental Immunity Act," as set forth in MCL 691. 1401, et seq.

**I. Independent Contractor** - The Members agree that at all times and for all purposes under the terms of this Agreement each Member's relationship to any other Member shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Member as a result of this Agreement. Personnel dispatched to aid a Member are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.



Members, as independent contractors are not authorized to enter into or sign any agreements on behalf of other Members or to make any representations to third parties that are binding upon other Members.

**J. Liability.** Each Member will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts and the defense of those acts. The Members shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Members outside of their political jurisdictions. It is agreed that none of the Members shall be liable for failure to respond for any reason to any request for assistance or for leaving the scene of an Emergency with proper notice after responding to a Request for Assistance.

**K. Insurance.** Each Member shall be responsible for insuring its activities as they relate to MiWARN. MiWARN may choose to require each Member to provide Certificates of Insurance or Self-Insurance demonstrating the Member's proper coverage and limits. In the event any Member has a lapse in proper insurance coverage, as determined by the Steering Committee, the Member may be suspended from participation in MiWARN.

**L. Confidential Information.** To the extent permitted by law, Members shall maintain the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information relating to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z, emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, including but not limited to confidential information relating to the plans, specifications and location of water and wastewater facilities provided to it by another Member pursuant to this Agreement. If any Member or third party requests or demands by subpoena or otherwise, that Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding related thereto.

## **ARTICLE VII. COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

**A. Personnel** - Responding Member's personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Re-questing Member reimbursement to the Responding

Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect but necessary costs.

**B. Equipment** - The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the FEMA Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, The Responding Member must provide such rates in writing to the Requesting Member's Authorized Official prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event the Responding Member's equipment is damaged during the Period of Recovery that is not caused by carelessness, negligence or operator error on the part of the Responding Member, the Requesting Member shall reimburse the Responding Member for the repair or replacement of the damaged equipment. Damage must be reasonably attributed to the specific response and taking into consideration normal wear and tear.

**C. Materials and Supplies** - The Responding Member shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Responding Member or their utility personnel. The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Handling charges shall be as set forth in the by-laws or resolution of the Steering Committee. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned as soon as practicable to the Responding Member in clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for the purposes of cost reimbursement. Requesting Members shall be given the option of providing the supplies need or used by the Responding Member.

**D. Incidental Costs** - Other reasonably related incidental costs that are accrued by the Responding Member during the specified Period of Assistance shall be paid by the Requesting Member. Incidental costs include travel costs to deploy personnel to the Requesting Member's location, shipping costs to transport equipment, etc.

**E. Payment Period** - The Responding Member must provide an itemized bill to the Requesting Member, listing the services provided, the dates services were provided, and the amount of payment due for all expenses it

incurred as a result of providing assistance under this Agreement. The Responding Member shall send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The requesting Member must pay the bill in full on or before the sixtieth (60<sup>th</sup>) day following the billing date. The Requesting Member shall return any invalid or incomplete invoice to the Responding Member within thirty (30) days after the Requesting Member receives the invoice. An explanation will accompany the invoice that states the reason for the return and any information needed to correct the invoice. Unpaid bills become delinquent upon the sixty-first (61<sup>st</sup>) day following the billing date unless alternate payment agreement between parties can be reached. Once a bill is determined to be delinquent, it shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

**F. Disputed Billings** - Those undisputed portions of a bill shall be paid under the payment plan specified above. Only the disputed portions should be sent to arbitration under Article VIII.

#### **ARTICLE VIII.      DISPUTE RESOLUTION**

If any controversy or claim arises out of or relates to the Agreement, including but not limited to an alleged breach of the Agreement, the disputing Member may agree in writing, if authorized by the Member's governing body, to arbitration of the matter in accordance with the rules of the American Arbitration Association. This provision does not waive any right of any party to file the claim in appropriate court having jurisdiction.

#### **ARTICLE IX.        SIGNATORY INDEMNIFICATION**

In the event of a liability, claim demand, action or proceeding of whatever kind or nature arising out of a specified event of Assistance, the Requesting and Responding Members who receive and provide assistance shall indemnify and hold harmless those non-responding Members whose involvement in the transaction or occurrence that is the subject of such claim, demand, or other proceeding is limited to execution of this Agreement.

In the event of a claim for property damage or bodily injury by a non-party hereto, arising from an event of assistance neither the Responding Member nor the Requesting Member will be deemed to indemnify, defend or hold harmless the other from any act or omission of the other Member's officers, employees, agents, contractors or volunteers acting under this Agreement.

#### **ARTICLE X.         WORKER'S COMPENSATION CLAIMS**

Each Member is responsible for providing worker's compensation benefits and administering worker's compensation for its own personnel as it would in the normal course of business.

**ARTICLE XI.      NOTICE**

A Member who becomes aware of a claim or suit that in any way, directly or indirectly contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**ARTICLE XII.     EFFECTIVE DATE**

This Agreement shall be effective on the date of full execution of the Agreement. The date of full execution of this Agreement shall be the last date on which this agreement has been signed by a party to this Agreement. The Steering Committee shall maintain a list of all Members.

**ARTICLE XIII.    DURATION, WITHDRAWAL, AND TERMINATION OF AGREEMENT**

**A. Duration.** This Agreement shall commence on the Effective Date and continues until terminated in accordance with Section C, below.

**B. Withdrawal by a Member.** Any Member may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon seven (7) days written notice to the Steering Committee. The withdrawal of any Member shall not terminate or have any effect upon the provisions of this Agreement so long as MiWARN remains composed of at least two (2) Members.

**C. Termination.** The MiWARN shall continue until terminated by the first to occur of the following:

- (a) MiWARN consists of less than two (2) Members; or
- (b) A unanimous vote of termination by the total membership of MiWARN.

**ARTICLE XIV.     MODIFICATION**

No provision in this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modification to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of Members. The Chair of the Steering Committee must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

**ARTICLE XV.      ASSIGNMENT OF RIGHTS/DUTIES**

Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

**ARTICLE XVI.     PRIOR AGREEMENTS**

Nothing within this Agreement shall prohibit a Member from participating in other mutual aid agreements and this Agreement shall not supersede prior Agreements between Members unless the prior Agreement is terminated.

**ARTICLE XVII.    PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third-Member beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect. Any Member may be removed from participation in this Mutual Aid Agreement by majority vote of the Members of the applicable Regional Committee, or Steering Committee, with adequate notice and a right to be heard at a regular or special meeting.

**ARTICLE XVIII.   INTRASTATE & INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of MiWARN shall participate in Mutual Aid and Assistance activities conducted under the State of Michigan Intrastate Mutual Aid and Assistance Program and Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities and public works agencies through this Agreement if such a Program were established.

**ARTICLE XIX.     RECORDS, DOCUMENTS AND SENSITIVE INFORMATION**

All records, documents, writings or other information produced or used by the parties to this Agreement, which, under the laws of the State of Michigan, are classified as public or privileged, will be treated as such by the other parties to this Agreement. The parties to this Agreement shall not use any information, systems or records made available to them for any purpose other than to fulfill their contractual duties specified in this Agreement. Both Requesting and Responding Members acknowledge that they will have access to sensitive information of others that may be considered sensitive or protected under the laws of the State of Michigan. If a Member receives a request to provide information of another Member or a third party, the Member receiving such request shall notify the other Member and they shall jointly agree upon what documentation is to be released, subject to applicable laws, ordinances and regulations.

**ARTICLE XX.      MISCELLANEOUS**

A. This Agreement sets forth the entire agreement between the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. **Governing Law/Consent to Jurisdiction and Venue.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

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

E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

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

G. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all parties, except an amendment to remove a Member shall not require agreement or approval of the governing body of the Member being removed. Upon an Amendment to this Agreement being adopted, a copy, certified by the secretary of the Steering Committee, shall be furnished to all Members.

H. **Compliance with Law.** MiWARN shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity

J. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.

**K. Permits and Licenses.** Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Member shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Member.

**L. No Implied Waiver.** Absent a written waiver, no fact, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any party shall subsequently affect its right to require strict performance of this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utilities listed here, as a Participating Member duly executes this Water/Wastewater Mutual Aid Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

Water/Wastewater Utility or Public Works Agency Authorized Official(s):

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Participating Member: \_\_\_\_\_

**(Please note:** Attach a copy of your MiWARN resolution to this document when you submit it. Thank You.

**CITY OF NOVI**

**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION AUTHORIZING MEMBERSHIP IN THE  
MICHIGAN WATER/WASTEWATER AGENCY RESPONSE NETWORK**

Minutes of a \_\_\_\_\_ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on \_\_\_\_\_, 2014, at 7:00 o'clock P.M., Prevailing Eastern Time.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and Resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

WHEREAS, certain Michigan water, wastewater and public works agencies have formed the "Michigan Water/Wastewater Agency Response Network," (MiWARN), to share resources and to assist each other in the form of personnel, equipment, material and supplies in the event of emergencies that disrupt utility services, and

WHEREAS, the Urban Cooperation Act of 1967, (MCL 124.501 et seq.) authorizes public bodies and private entities to work together to provide mutual aid and assistance to both public and private water and wastewater utilities and public works agencies in need of emergency assistance caused by natural or man-made disasters, and

WHEREAS, the features of the proposed **Mutual Aid and Assistance Agreement** under consideration gives sole discretion to Members whether or not to respond to a request for assistance, or to what extent to respond to a request for assistance from a requesting Member, and provides for cost re-imbusement by the requesting Member to the responding Member, and

WHEREAS, the City of Novi will retain complete discretion and authority to withdraw some or all of its resources furnished to a requesting Member at any time, and



may withdraw from **MiWARN**, for any reason, upon seven (7) days notice to the Steering Committee, and

WHEREAS, legal counsel for the City of Novi has reviewed the draft Mutual Aid and Assistance Agreement, in conjunction with the Director of Public Services and recommend the proposed Agreement, and

WHEREAS, the Members have agreed to enter into this "Michigan Water/Wastewater Agency Response Network Mutual Aid Agreement," to describe the terms and conditions under which emergency assistance may be requested and provided, and

WHEREAS, by executing the Agreement, the Parties express their intent to participate in a program of Mutual Aid and Assistance within the State of Michigan.

NOW THEREFORE BE IT RESOLVED, that the City of Novi does hereby authorize entering into the Mutual Aid and Assistance Agreement with the Michigan Water/Wastewater Agency Response Network, and the authorizes the execution of the Agreement by the Mayor and City Clerk.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

RESOLUTION DECLARED ADOPTED \_\_\_\_\_, 2014

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at \_\_\_\_\_ meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MARYANNE CORNELIUS, CITY CLERK