

CHARTER TOWNSHIP OF AUGUSTA

WASHTENAW COUNTY, MICHIGAN

RESOLUTION No. 24 - 01

*[RESOLUTION TO APPROVE INTERLOCAL AGREEMENT TO ESTABLISH
THE WASHTENAW AREA MUTUAL AID COUNCIL]*

Minutes of a Regular Meeting of the Township Board of the Charter Township of Augusta, Washtenaw County, Michigan held at the Lincoln Golden Ages Senior Center, 8970 Whittaker Rd., Ypsilanti, MI 48197 on the 23rd day of January 2024.

PRESENT Members: Adams, Fuqua-Frey, Gonczy, Hall, Ortiz, Shelby.

ABSENT Members: Burek

The following preamble and Resolution were offered by Member Gonczy and seconded by Member Hall.

WHEREAS, the Township Fire Chief has been engaged in discussions with other community fire departments in relation to the establishment of a new and independent government agency for providing specialized technical rescue teams and equipment for the joint benefit of the Township and the following list of other communities and fire departments:

Charter Township of Ann Arbor, the Charter Township of Green Oak, the Charter Township of Pittsfield, the Charter Township of Superior, the Charter Township of Van Buren, the Charter Township of Ypsilanti, the Chelsea Area Fire Authority, the City of Belleville, the City of Ypsilanti, the Village of Clinton, the Dexter Area Fire Department, Clinton Township (Lenawee County), Hamburg Township, Manchester Township, Milan Area Fire Department, Northfield Township, Salem Township, Saline Area Fire Department, Scio Township, and Sumpter Township

WHEREAS, the Township has authority under the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, as amended, the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of the Public Acts of 1951, as amended, and the Joint Public Buildings Act, Act 150 of the Public Acts of 1923, as amended, to enter into an interlocal agreement and to join with other communities and local government agencies

for providing necessary and/or appropriate public services, and for this purpose to establish a new public agency to exercise the Township's authority to provide for specialized emergency rescue services jointly with other communities.

WHEREAS, it is a public health, safety and welfare goal of this Board to provide specialized emergency and technical services at an affordable cost to residents in the Township, and this Board believes that joining with other local communities is a cost-effective way of providing such services; and

WHEREAS, the attached Interlocal Agreement provides for the establishment of the Washtenaw Area Mutual Aid Council (WAMAC), a new public agency, for the purpose of jointly exercising the authority of the Township and other joining communities to provide specialized fire and rescue services as set forth in the attached agreement; and

NOW, THEREFORE, BE IT RESOLVED that Augusta Charter Township Board hereby approves the Interlocal Agreement for creation of the Washtenaw Area Mutual Aid Council for the purposes set forth therein under the authority of the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, as amended, the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of the Public Acts of 1951, as amended, and the Joint Public Buildings Act, Act 150 of the Public Acts of 1923, as amended; and

BE IT FURTHER RESOLVED that the Township Supervisor and Clerk are authorized and directed to execute the Agreement as approved by the Augusta Charter Township Attorney as to form.

ROLL CALL VOTE:

AYES: Adams, Ortiz, Hall, Gonczy, Fuqua-Frey, Shelby

NAYES: None

ABSENT: Burek

ABSTAIN: None

RESOLUTION DECLARED ADOPTED.



Brian Shelby, Supervisor
Charter Township of Augusta

Dated: 1/29, 2024

CERTIFICATE

I, Kimberly Gonczy, certify that the foregoing is a true and complete copy of Resolution No. 24-01 adopted by the Township Board for the Charter Township of Augusta, Washtenaw County, State of Michigan, at a Regular Meeting held on January 23, 2024, and that public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.



Kimberly Gonczy, Clerk
Charter Township of Augusta

Dated: 1/29, 2024

Interlocal Agreement

for the

Washtenaw Area Mutual Aid Council

(WAMAC)

This Washtenaw Area Mutual Aid Council Interlocal Agreement ("Agreement") is entered into, by and among the Charter Township of Ann Arbor, the Charter Township of Augusta, the Charter Township of Green Oak, the Charter Township of Pittsfield, the Charter Township of Superior, the Charter Township of Van Buren, the Charter Township of Ypsilanti, the Chelsea Area Fire Authority, the City of Ann Arbor, the City of Belleville, the City of South Lyon, the City of Ypsilanti, the Village of Clinton, the Dexter Area Fire Department, Clinton Township (Lenawee County), Hamburg Township, Manchester Township, Milan Area Fire Department, Northfield Township, Salem Township, Saline Area Fire Department, Scio Township, and Sumpter Township. The governmental entities who are members to this Agreement may be referred to collectively as the ("Parties") and individually as a ("Party")

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

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

IT IS AGREED AS FOLLOWS:

ARTICLE I - PURPOSE

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

effective fire and rescue services within the governmental entities which are parties to this agreement.

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

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

ARTICLE II - WASHTENAW AREA MUTUAL AID COUNCIL

Section 1. Creation of the Washtenaw Area Mutual Aid Council

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

Section 2. Name

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

Section 3. Composition of Council

- A. The Council shall be composed of one representative from each of the Parties who shall be referred to as members, or singularly as a member.
- B. Each Party shall appoint their respective Fire Chiefs or a designee who shall serve at the pleasure of their respective Party and may be removed by resolution of their

respective Party at any time, with or without cause. Fire Chiefs or designees may not serve on WAMAC beyond their terms of employment with their respective Party.

- C. Any vacancy on the Council arising for any reason shall be filled by appointment by the respective Party within sixty (60) days of the vacancy, to serve for the remainder of the unexpired term. An Interim Fire Chief may fill a vacancy until a permanent Fire Chief is selected. In the event that a Party does not have an Interim Fire Chief available to fill the vacancy, the Party may appoint a designee to attend meetings and cast votes on behalf of the Party until the Party's Fire Chief vacancy is filled.
- D. Members of the Council shall not be paid by the Council for attending meetings or performing duties of the Council.
- E. A new Party may join WAMAC upon approval of a Resolution by the prospective Party's governing body, affirmative approval by a majority the Washtenaw Area Mutual Aid Council Parties, and the approval of an amendment to the Agreement by each of the then existing Parties.

Section 4. Officers

- A. The Council shall elect at its first meeting of each year, from its membership, a President, Vice President, Treasurer, and Secretary, who shall hold office for terms of two (2) years, and until a successor is elected, or until resignation or removal. The terms shall be staggered so that the President and Treasurer shall be elected at the same time, and then the Vice President and Secretary will be elected the next year. Initially, the Vice President and Secretary shall serve a one (1) year term.
- B. Vacancies in any office shall be filled by the Council within sixty (60) days of the vacancy. The officer filling the vacancy shall serve for the remainder of the unexpired term.
- C. The President shall preside at all meetings of the Council and shall have all privileges and duties of a Member of the Council. The Vice President shall preside at all meetings of the Council at which the President is absent. The Treasurer shall have those powers and duties set forth in Article V, Section 3 and 4 hereof. The Secretary shall keep or cause to be made, all non-financial records, reports and minutes required by this Agreement.
- D. Any documents (other than checks which are signed by the Treasurer) requiring a signature on behalf of the Council shall be co-signed by the President and Secretary. In the event the President is unable to sign the Vice President may do so. In the event the Secretary is unavailable, the Council may appoint a temporary secretary solely for the purpose of signing a specified document.

Section 5. Meetings

- A. The Council shall meet at least once every quarter and shall at its first meeting of each year establish a regular meeting schedule which shall be posted at the offices of the Parties. Meetings shall be held in compliance with the Open Meetings Act, MCL 15.261 *et seq.*, including notice and posting requirements. Meetings shall be held in compliance with the Open Meetings Act (MCL 15.261 *et seq.*). Meetings may be held by electronic means only when permitted by law.
- B. Special meetings of the Council may be called by the President, or in the absence of the President, by the Vice President.
- C. Each Council Member shall receive five (5) days written notice of all regular meetings and two (2) days written notice of all special meetings. Written notice of meetings may be provided electronically via email. All notices of all meetings shall be posted as required by the Michigan Open Meetings Act. If WAMAC maintains an official website, it shall post the public notices on its homepage or on a page dedicated to public notices. If WAMAC does not have an office, it must also send a notice to the Clerk of each County listed in Article III Section 1, with a request for the Clerk to post the notice in their office.
- D. All meetings of the Council shall in every respect, conform with the requirements of the Open Meetings Act, Act 267 of 1976, as amended.

Section 6. Quorum

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

Section 7. Voting

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

Section 8. Minutes and Freedom of Information Act

Complete written minutes of all Council meetings shall be kept in compliance with the applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all members of Council and to the Clerk of each of the Parties, as soon as reasonably possible following a Council meeting. Except as otherwise provided by law,

records of the Council's performance of its official functions shall be made available to the public in compliance with the Michigan Freedom of Information Act, 1976 P.A. 442.

Section 9. Rules

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

Section 10. Registered Office

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

Section 11. Privileges and Immunity from Liability

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

ARTICLE III - EQUIPMENT APPARATUS AND FUNDS

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

ARTICLE IV - POWERS

Section 1. General Powers

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

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

- J. Make and enter into contracts, employ contractors or employees, acquire, construct, manage, maintain, or operate buildings or improvements, hold or dispose of property, incur debts, liabilities, or obligations, cooperate with a public agency or another legal entity created by that public agency under the Urban Cooperation Act, make loans from the proceeds of gifts, grants, assistance, funds, or bequests. Nothing in this provision authorizes Council to issue bonds in the name of WAMAC.
- K. Sue and be sued in its own name.
- L. Provide funding to other organizations that aid first responders.
- M. Enter into contracts with one or more governmental entity to provide personnel, equipment, specialty team resources, and training to respond to disasters, emergencies and serious threats to public health.
- N. Hire employees, retain consultants and provide them with compensation.
- O. Make claims for federal, county or state aid.
- P. Obtain insurance.
- Q. Operate and train a Technical Response Team (TRT), an Urban Search and Rescue (USAR), Swift Water Rescue (SWRT) teams and other specialty teams if needed.

Section 2. Limitations on Authority

The authority of WAMAC shall be limited as follows:

- A. Upon the approval of a budget, the Council may only carry out such programs and expend such funds as approved in the budget for the ensuing year.
- B. The Council shall have no power or authority to levy any type of tax in its own name within the governmental units of the Parties, or to issue any type of bond in its name, or in any way indebt any of the Parties.
- C. The Council may not make policy or commitments for any Party.

Section 3. Insurance

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

the comprehensive general liability insurance policy. The insurance shall, at a minimum, provide the following coverages:

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

ARTICLE V - FINANCE

Section 1. Fiscal Year

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

Section 2. Annual Budget and Membership Dues

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

Membership fees and the membership fee structure will be adopted annually as a part of the budget.

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

Section 3. Treasurer

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

Section 4. Administration

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

ARTICLE VI - ON-GOING RESPONSIBILITIES & DISSOLUTION

Section 1. Participation and Duration

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

Section 2. Termination of Participation

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

Section 3. Dissolution

- A. **Termination.** This Agreement shall continue until terminated by the first of the following to occur:
 - 1. The Parties to the Agreement total fewer than fifteen (15); or,
 - 2. A two-thirds vote in favor of termination by the Council.
- B. **Dissolution.** The Council may be dissolved by adoption of a resolution by a majority of the existing members of the Council along with the approval of a plan for the distribution of the Council's assets and surplus funds. Any surplus funds, after paying all bills and division of assets, shall be divided among the Parties according to the proportionate share of contribution made by a Party for the prior

three years. The proposal to dissolve and plan of distribution of assets, including surplus funds, must be provided to the governing body of each Party at least ten (10) days prior to the Council vote on the plan. If the Parties do not agree on the plan to distribute assets, they may choose arbitration. If the Parties do not choose arbitration and cannot agree how to distribute the assets, the Council shall dispose of the assets by public action and deduct the cost of the action prior to any distribution. If dissolution is approved, the Council must comply with all state and federal requirements for dissolution.

ARTICLE VII - MISCELLANEOUS PROVISIONS

Section 1. Amendments

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

Section 2. Applicable Laws

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 3. State Approval

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

Section 4. Effective Date

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

Section 5. Duration

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

Section 6. Effect of Agreement

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

Section 7. Severability

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

Section 8. No Waiver of Governmental Immunity

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

Section 9. Entire Agreement

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

Section 10. Captions

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

Section 11. Jurisdiction and Venue

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

Section 12. Recitals

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

Section 13. Counterpart Signatures

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

The **Charter Township of Augusta**, a Michigan municipal corporation located at 7530 Talladay Rd, Milan, MI 48160, adopted a Resolution on Jan. 23, 2024 approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Augusta

By: Brian Shelby
Brian Shelby, Supervisor

By: Kim Gonczy
Kim Gonczy, Clerk

Contents List

Exhibit A



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023



NAME: Mike Chevette, Team Director

ADDRESS:

6227 W. Michigan Ave, Ann Arbor, MI 48108

PHONE:

(734)368-4922

Insurance company:
Enter Insurance company name here
Enter Insurance company phone number here
Enter Insurance policy number here
Insurance agent:
Enter Insurance agent name here
Enter Insurance agent phone number here
Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
1	Cab	QRAE 3 Air Monitor	QRAE 3	M02A008196	Unknown			\$800.00		
2	Cab	Nardalart S3		0-0347				\$2,500.00		
3	Cab	(2) Scott Airpaks	Scott	TC-3CCM-310				\$10,000.00		
4	Driver Side Front Comp.	(2) Hydrofusion	Paratech	2193635-002, 2083660-036				\$2,500.00		
5	Driver Side Front Comp.	(2) Hydrofusion Strut	Paratech	PNZ2-79HA16				\$3,000.00		
6	Driver Side Front Comp.	Multi-Force Bag	Paratech					\$10,000.00		
7	Driver Side Front Comp.	(8) VSK Kits	Paratech					\$5,000.00		
8	Driver Side Middle Comp.	(4)Gold Struts	Paratech	304				\$5,000.00		
9	Driver Side Middle Comp.	(4)Gold Struts	Paratech	203				\$4,500.00		
10	Driver Side Middle Comp.	(2)Gold Struts	Paratech	812				\$3,000.00		
11	Driver Side Middle Comp.	(5)Gold Struts	Paratech	406				\$6,000.00		
12	Driver Side Middle Comp.	(3)Grey Struts	Paratech	19-24				\$2,000.00		
13	Driver Side Middle Comp.	(2)Gold Strut Extensions	Paratech	235				\$800.00		
14	Driver Side Middle Comp.	(4)Gold Strut Extensions	Paratech	135				\$800.00		
15	Driver Side Middle Comp.	(5) Medium Pressure Airbags	Paratech					\$5,000.00		
16	Driver Side Middle Comp.	(4) SCBA Spare Bottles	Scott	4500				\$4,000.00		
17	Driver Side Rear	Rope Harnesses	Yates					\$2,500.00	(1) Med, (2) Large, (1) XL, (1) Small	
18	Driver Side Rear	Rope Main & Belay	Sterling					\$2,000.00	300' of Main and Belay	
19	Driver Side Rear	Main Line Bag						\$5,000.00	See Pictures	

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
20	Driver Side Rear	Belay Line Bag						\$5,000.00	See Pictures	
21	Driver Side Rear	(2) Climbing Bags						\$3,000.00	See Pictures	
22	Rear of Truck	Hand Tools						\$2,000.00	See Pictures	
23	Passenger Side Rear	Saw	36V Dewalt	983076				\$500.00		
24	Passenger Side Rear	Impact Gun	36V Milwaukee	H96AF2112 03043				\$500.00		
25	Passenger Side Rear	(2)Saw	36V Milwaukee	636A610480963, A17E609251834				\$600.00		
26	Passenger Side Rear	Air Chisel	Ajax					\$3,000.00		
27	Passenger Side Rear	Spreader Unit	Hurst	27155500				\$16,000.00		
28	Passenger Side Rear	Cutter Unit	Hurst	272799000				\$16,000.00		
29	Passenger Side Rear	Ram Unit	Hurst					\$12,000.00		
30	Passenger Side Rear	(2) SCBA Spare Bottles	Scott					\$2,000.00		
31	Passenger Side Middle Comp.	(4)Med. Pressure Bag Controllers	Paratech					\$4,000.00		
32	Passenger Side Middle Comp.	(2)Strut Regulators and Controllers	Paratech					\$3,000.00		
33	Passenger Side Middle Comp.	(3)Strut Controller Wye's	Paratech					\$500.00		
34	Passenger Side Middle Comp.	High Pressure Bag Controllers	Paratech					\$2,000.00		
35	Passenger Side Middle Comp.	High Pressure Air Bags	Paratech	09074064, 09074343, 09074064, 09074343				\$9,000.00		
36	Passenger Side Middle Comp.	(2) SCBA Spare Bottles	Paratech					\$2,000.00		
37	Passenger Side Middle Comp.	TriPod	Paratech					\$1,500.00		
38	Passenger Side Middle Comp.	Swivil Hoist Rings						\$5,000.00		
39	Passenger Side Middle Comp.	Anchor Bolts	Hilti					\$5,000.00		
40	Passenger Side Middle Comp.	(2) Grip Hoist 30' Cable						\$20,000.00		
41	Passenger Side Middle Comp.	Grip Hoist 70' Cable						\$10,000.00		
42	Passenger Side Middle Comp.	Shackles, Master Links, Chain Grabs, Chains						\$5,000.00		
43	Passenger Side Front	(4)CSR SABA Kits						\$20,000.00		
TOTALS							\$0.00	\$222,000.00		

INVENTORY ITEMS: 43

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023



NAME: Mike Chevette, Team Director



ADDRESS: 6227 W. Michigan Ave, Ann Arbor, MI 48108



PHONE: (734)368-4922

Insurance company:
Insurance company phone:
Insurance company policy number:
Insurance agent:
Insurance agent phone:
Insurance agent address:

Enter Insurance company name here
Enter Insurance company phone number here
Enter Insurance policy number here
Enter Insurance agent name here
Enter Insurance agent phone number here
Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		Hand Tools						\$2,000.00		
5		(2)Nail Guns						\$500.00		
6		Stanley Concrete system	Stanley 35644A	05053111				\$20,000.00		
7		Raker Kit	Paratech					\$25,000.00		
8		(4)Stihl Circular Saw	Stihl					\$1,000.00		
9		Swivel Strut bases	Paratech					\$10,000.00		
10		Strut Regulator, Control, Load Cells	Paratech					\$6,000.00		
#REF!		Chop Saw	Hitachi	C15FB				\$1,000.00		
#REF!		(5)Gold Strut	Paratech	B57				\$25,000.00		
#REF!		(2)Gold Strut	Paratech	812				\$6,000.00		
11		(2)Gold Extension	Paratech	635				\$1,600.00		
12		(12)Grey Struts	Paratech	55-88				\$18,000.00		
13		(8) Trench Panels						\$1,600.00		
14		Aluminum Picks	Task Master					\$2,000.00		
15		(6)Grey Strut Extension	Paratech	36"				\$2,100.00		
TOTALS							\$0.00	\$121,800.00		

INVENTORY ITEMS: 0

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023



NAME: Mike Chevette, Team Director

ADDRESS: 6227 W. Michigan Ave, Ann Arbor, MI 48108

PHONE: (734)368-4922

Insurance company: Enter Insurance company name here
 Insurance company phone: Enter Insurance company phone number here
 Insurance company policy number: Enter Insurance policy number here
 Insurance agent: Enter Insurance agent name here
 Insurance agent phone: Enter Insurance agent phone number here
 Insurance agent address: Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		Hand Tools						\$2,000.00		
5		U Channels	Paratech					\$500.00		
6		Strut Bases	Paratech					\$1,000.00		
7		(14)Nailing Blocks	Paratech					\$7,000.00		
8		(4)Raker Junction	Paratech					\$2,000.00		
9		(8)Raker Rail Latch	Paratech					\$2,400.00		
10		(12)Raker Clamps	Paratech					\$6,000.00		
#REF!		(2)B23 Raker Kit	Paratech					\$20,000.00		
#REF!		(12)Waler system	Paratech					\$20,000.00		
#REF!		(5)Gold Strut	Paratech	857				\$10,000.00		
11		(9)Grey Struts	Paratech	55-87				\$10,000.00		
12		(9)Gold Strut Extension	Paratech	48 Inch				\$1,600.00		
13		(29) Grey Struts	Paratech	24				\$8,700.00		
14		(17)Grey Struts	Paratech	24"-35"				\$17,000.00		
15		(15)Grey Struts	Paratech	36"-58"				\$18,000.00		
16		(22)Grey Strut Extensions	Paratech	36"				\$7,700.00		
17		(4) Dual Strut Controller Kits	Paratech					\$6,000.00		
18		(3)SCBA Bottles	Scott	OP246908, OP247001, OP246970				\$3,000.00		
19		(24)Grey Strut Extensions	Paratech	12"				\$6,000.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
20		Search Camera		SCR21-235				\$2,000.00		
21		{6}Search Camera Batteries						\$1,000.00		
22		Delsar Life Detector	Delsar	LD3-B-0125				\$10,000.00		
23		Generator	Honda EM 5000	EANC1000188				\$1,500.00		
24		Ingersoll-Rand Air Compressor	R188					\$15,000.00		
25		Vac Tubing and Clamps						\$5,000.00		
26		Air knife						\$1,000.00		
27		Grain Bin Tubes						\$500.00		
28		Petrogen Torch						\$1,500.00		
29		Medium Pressure Air Bag	Paratech					\$1,000.00		
30		{8}Trench Panels						\$1,600.00		
31		Search Camera Boring System						\$2,000.00		
32		Stanley Concrete system	Stanley 35644A	05053111				\$20,000.00		
TOTALS							\$0.00	\$211,000.00		
INVENTORY ITEMS: 0										

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 8/9/2023



NAME: Mike Chevette, Team Director

ADDRESS: 6227 W. Michigan Ave, Ann Arbor, MI 48108

PHONE: (734)368-4922

Insurance company:
Enter Insurance company name here
Enter Insurance company phone number here
Enter Insurance policy number here
Insurance company policy number:
Insurance agent:
Enter Insurance agent name here
Enter Insurance agent phone number here
Enter Insurance agent address here
Insurance agent phone:
Insurance agent address:

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4	Driver Side Front Comp.	QRAE 3 Air Monitor	QRAE 3	M02A008196				\$800.00		
5	Driver Side Front Comp.	(4) Scott SCBA Masks	Scott					\$800.00		
6	Driver Side Front Comp.	Portable Radios	Motorola/APX 600 XE	756CS23788, 756CS255 83, 756CS25582				\$24,000.00		
7		Plastic Stokes Basket						\$1,200.00		
8	Driver Side Middle Comp.	(3) Petzel Helmets	Petzel					\$600.00		
9	Driver Side Middle Comp.	Rope Hardware						\$2,000.00		
10	Driver Side Middle Comp.	Webbing						\$500.00		
11	Driver Side Middle Comp.	(2) Climbing Bags						\$6,000.00		
12	Driver Side Middle Comp.	(2) Aztek Kits						\$2,400.00		
13	Driver Side Middle Comp.	Rope Harnesses	Yates					\$2,500.00	(2)XL, (1)S, (2)M, (1)K9	
14	Driver Side Middle Comp.	Belay Bag						\$5,000.00		
15	Driver Side Middle Comp.	Main Line Bag						\$5,000.00		
16	Driver Side Middle Comp.	Rope	Sterling					\$6,000.00		
17	Driver Side Rear	(4) SCBA Bottles	Scott	OP450833, OP246894, J L798413, OP450349				\$4,000.00		
18	Driver Side Rear	(2) SCBA Air Packs	Scott	115S1631015789, 115S1631010524				\$10,000.00		
19	Driver Side Rear	Confine Space Duct Work and Blower		1003				\$2,000.00		
20	Driver Side Rear	LSP Half Back						\$1,400.00		
21	Driver Side Rear	(4) SCBA Bottles	Scott	OP451042, OP246935, OP247014, OP247717				\$4,000.00		
21	Driver Side Rear	(2) CSR Aircart		SS-83XKF4				\$10,000.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
32	Passenger Side Middle Comp.	(5)SABA Kits						\$25,000.00		
#REF!	Passenger Side Middle Comp.	Communication Set						\$15,000.00		
#REF!	Passenger Side Middle Comp.									
35		Impact Kit	Milwaukee	H96AF211203042				\$500.00		
35		Impact Sockets						\$250.00		
#REF!		Cutoff Grinder	Milwaukee	B96EF210608603				\$200.00		
#REF!		Sawzall	Milwaukee	J66AD210501164				\$300.00		
#REF!		(5) High Pressure Bags	Paratech	21021359, 2102136, 2102137, 2102138, 2102139				\$8,500.00		
#REF!		Lift Bag Multi-Force	Paratech					\$8,600.00		
#REF!		Ram Unit	Hurst	2103075				\$12,000.00		
#REF!		Combi Unit	Hurst	356917-13				\$14,000.00		
#REF!		(2)Hydrofussion	Paratech	2083059-020, 2084788-025				\$2,500.00		
#REF!		Ajax Kit		711-2X				\$2,000.00		
35	Passenger Side Front	Oxygen/Acetylene Torches						\$800.00		
#REF!		Spec Pack						\$2,500.00		
#REF!		Search Camera		SC2731-1240				\$2,000.00		
#REF!		Paratech Monopod Kit	Paratech	796530				\$5,000.00		
#REF!		Search Camera		SL-BAT RS				\$2,000.00		
#REF!		Paratech Strut Control Kit	Paratech					\$3,000.00		
#REF!		(2)NSK Kits	Paratech					\$1,250.00		
#REF!		Gold Strut Extension	Paratech	135				\$800.00		
#REF!		(2)Gold Strut Extension	Paratech	235				\$800.00		
#REF!		(2)Gold Struts	Paratech	48-73				\$2,000.00		
46		(2)Gold Struts	Paratech	304				\$2,500.00		
47		(2)Gold Struts	Paratech	203				\$2,250.00		
48		(2)Gold Struts	Paratech	36-50				\$2,000.00		
49		(4)Gold Struts	Paratech	610				\$6,000.00		
50		(2)Gold Struts	Paratech	406				\$2,400.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
51		(2)Gold Strut Extension	Paratech	435				\$1,600.00		
52		(3)Gold Strut Extension	Paratech	24 Inch				\$2,400.00		
53		Gold Strut Extension	Paratech	48 Inch				\$800.00		
TOTALS		INVENTORY ITEMS: 21					\$0.00	\$217,150.00		

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023



NAME:

Mike Chevrete, Team Director



ADDRESS:

6227 W. Michigan Ave, Ann Arbor, MI 48108



PHONE:

(734)368-4922

Enter Insurance company name here

Enter Insurance company phone number here

Enter Insurance policy number here

Enter Insurance agent name here

Enter Insurance agent phone number here

Enter Insurance agent address here

Insurance company:

Insurance company phone:

Insurance company policy number:

Insurance agent:

Insurance agent phone:

Insurance agent address:

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		(1)APX6000XE	Motorola					\$800.00		
5		(6)4500 PSI Air Bottles	Luker					\$6,000.00		
6		(2)300' X 1/2" Float Rope	Sterling					\$1,000.00		
7		(1)200' X 1/2" Float Rope	Sterling					\$1,000.00		
8		(3)Belay Bags	Sterling					\$15,000.00		
9		(1)Rigging Bag	Sterling					\$5,000.00		
#REF!		Line Gun	Launcher 500/ResQmax					\$2,000.00		
11		Scene Light	Stream Light Portable					\$1,000.00		
12		(6)2-Way Radio	Motorola/T605 H2O					\$3,000.00		
TOTALS							\$0.00	\$34,800.00		

INVENTORY ITEMS: 0

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023



NAME: Mike Chevrete, Team Director

ADDRESS: 6227 W. Michigan Ave, Ann Arbor, MI 48108

PHONE: (734)368-4922

Insurance company:
Enter Insurance company name here
Enter Insurance company phone number here
Enter Insurance policy number here
Insurance agent:
Enter Insurance agent name here
Enter Insurance agent phone number here
Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		(1)JAPXG000XE	Motorola	0816				\$800.00		
5		(6)4500 PSI Air Bottles	Luker	OK206891, IL797162, OK206889, OK603835				\$6,000.00		
6		(2)300' X 1/2" Float Rope	Sterling	#4, #8				\$1,000.00		
7		(1)200' X 1/2" Float Rope	Sterling	#7				\$1,000.00		
8		(3)Belay Bags	Sterling					\$15,000.00		
9		(1)Rigging Bag	Sterling					\$5,000.00		
10		Inflatable boat	Wing/P42	ERX1522RD616				\$10,000.00		
#REF!		Outboard Motor/30HP	Evinrude Rescue PRO/E- Tec	05465531				\$7,000.00		
#REF!		Boat Trailer	Karavan/K81250-56	5KTBS1911GF516874				\$7,000.00		
#REF!		Line Gun	Launcher 500/ResQmax	13176				\$2,000.00		
11		Scene Light	Stream Light Portable	22078				\$1,000.00		
12		(6)2-Way Radio	Motorola/T605 H2O					\$3,000.00		
TOTALS							\$0.00	\$58,800.00		

INVENTORY ITEMS: 0

Exhibit B
2024 Membership Fee and Membership Fee Structure

1. All WAMAC members are assessed a \$4,000 annual fee. This covers WAMAC membership and specialty teams.
 - a. Participation based on over or under a 30,000 population.
 - i. Over 30,000 population requires three (3) team members with a \$500 penalty per person less than three (3).
 - ii. Under 30,000 populations requires one (1) on team with a \$500 penalty per person less than one (1).
 - b. Housing apparatus credit
 - i. \$500 credit for housing and maintaining an apparatus asset, maximum three (3) credits.
 - c. Excess personnel credit
 - i. \$500 credit for having excess personnel on team (above participation as above), max 3
2. Non-Washtenaw County members may be WAMAC members for \$1,500 and WAMAC / specialty team members for \$4,000 with the same participation requirements.
3. To vote in WAMAC or serve on executive board must be "full" member: WAMAC and specialty teams. This applies to non-Washtenaw County departments only.
4. Any non-specialty team WAMAC member that requests a team deployment will pay a \$10,000 fee plus costs for the request unless the request is a MABAS request.

Credits for apparatus or penalties are assessed to future fiscal year based on previous fiscal year.

Examples:

1. A fire department housed one specialty team asset for FY23. Their dues for FY24 would be \$3,500.
2. A fire department over 30,000 only had only one specialty team member for FY23. Their dues for FY24 would be \$5,000.

In order to receive apparatus credit, the vehicle must have been stored for at least 10-consecutive months indoors. "Apparatus" is a vehicle that is self-propelled.