

- 5:00 p.m. Call to Order.
- Roll Call.
- A. Discussion on Emergency Management Staff.
 - 1. Discuss approving the proposed agreement for the provision of an emergency management staff person to be shared evenly between the City of Portage and Kalamazoo County.
 - B. Statements of Citizens.
 - C. Summary of Discussion.
- Adjournment.

TO: Honorable Mayor and City Council

FROM: Pat McGinnis, City Manager

SUBJECT: Proposed Shared Emergency Management Staff Person

SUPPORTING PERSONNEL: Adam Herringa, Chief Operating Officer
Nicholas Arnold, Director of Public Safety - Police / Fire Chief

ACTION RECOMMENDED: Discuss approving the proposed agreement for the provision of an emergency management staff person to be shared evenly between the City of Portage and Kalamazoo County.

The tornado of May 7, 2024, marked a major historic moment in the City of Portage. The worldwide increase in the frequency and severity of storms passed directly through our backyard. While our response to this catastrophic event was exceptional, it demonstrated the need for ongoing emergency management, disaster planning, and preparedness. To this end, we did account for and, last year, posted for a part-time Emergency Management Coordinator. Unfortunately, no viable applicants were found.

Since that time, the City Administration has been in discussions with the Kalamazoo County Emergency Management Director, Brandi Janes, along with County Administrator, Dr. Kevin Catlin. Dr. Catlin approached the City out of recognition that we had a vacancy in emergency management. A discussion on a collaboration and partnership ensued. It was noted that filling a full-time position with a qualified individual would be easier to accomplish than filling a part-time role. Given the County's needs and ours, a proposal has been put together for the City of Portage to fund ½ of a Kalamazoo County Emergency Management Specialist. The first year cost to the City of Portage of the proposed Agreement would be approximately \$40,000. Kalamazoo County would be responsible for payroll, benefits, etc. for this position. This employee would spend half of their time working on matters of concern to the City of Portage and the other half on those of the county-at-large. To support this, we are confident that we can work with the county to ensure adequate tracking and time management. A joint agreement for the employment of an Emergency Management Specialist has been created and is attached to this item. Should it prove necessary, either party can terminate the agreement with ninety days notice.

It is recommended that City Council approve the proposed agreement for the provision of an emergency management staff person to be shared evenly between the City of Portage and Kalamazoo County and authorize the City Manager to execute all documents related to this action.

FUNDING: Funds for the provision of a part-time emergency management staff person were included in the FY 2025-26 Budget.

Attachments: 1. Emergency Management Specialist Agreement Revision 3
2. Emergency Management PD Exhibit Av2

**AGREEMENT BETWEEN THE COUNTY OF KALAMAZOO AND THE CITY
OF PORTAGE REGARDING EMPLOYMENT OF AN
EMERGENCY MANAGEMENT SPECIALIST**

THIS AGREEMENT is made and entered into by and between the COUNTY OF KALAMAZOO, MICHIGAN, a municipal corporation and political subdivision of the State of Michigan ("County") and the CITY OF PORTAGE, a Michigan municipal corporation ("City") (collectively, the "Parties").

RECITALS

WHEREAS, Act 35 of the Public Acts of 1951 (MCL 124.1) authorizes municipal corporations to join in the performance of any service which each could perform separately; and

WHEREAS, Both the County and City have need for an Emergency Management Specialist to be created and located within the City of Portage and therefore, enter into this cooperative agreement ("Agreement") in which the County shall provide to City an Emergency Management Specialist; and

WHEREAS, The City will compensate the County for its use of an Emergency Management Specialist.

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

AGREEMENT

1. The County has agreed to create the position of Emergency Management Specialist, which shall report to the County's Director of Emergency Management. This position will be a full time County position but shall perform services for the City on a half-time basis as follows:
 - Maintain effective contact with City of Portage officials and staff to ensure development and maintenance of the City's emergency management program.
 - Apply all essential duties and responsibilities listed herein to the City of Portage's emergency management program.
 - Maintain awareness of new developments in the field of emergency management; incorporate new developments as appropriate into programs and plans. Develop and maintain detailed resource documents to ensure continuity of government.
 - Differentiate the significant components of a hazards approach to Emergency Management and apply them to plans and procedures.
 - Provide strategic advice with expertise in alert and warning functions with specifications in IPAWS training, tests, and exercises.
 - Ensure policies, practices, and procedures are up to date, understood, and followed by staff and stakeholders.
 - Enhance community awareness by speaking to various community groups, government organizations, and educational faculty members. Conduct training programs with these

- organizations to reinforce the mission of emergency management and planning.
 - Ensure operational readiness of the County Emergency Operations Center (EOC), and coordinate maintenance of subordinate Emergency Coordination Centers (ECC) throughout the County, their operational technology systems, and the emergency communications and community warning systems within the centers.
 - Oversee the maintenance of emergency operations equipment such as response vehicles, trailers, generators, and support equipment to ensure a constant state of readiness.
 - Facilitate various committees addressing mitigation activities, pre-incident planning, and training to support the emergency management mission.
2. The Emergency Management Specialist shall possess the skills and experience and shall perform the following services set forth in Exhibit A.
 3. For the performance of the services set forth above and in Exhibit A, the County agrees to invoice the City annually on or around July first of each participating year. Such invoices may be pro-rated due to any period of vacancy. The City agrees to compensate the County one half of the costs and expenses associated with the operations of this position. Cost and expenses shall include, but are not limited to the salary, benefits and workers' compensation insurance coverage, associated with the position of Emergency Management Specialist. Payment will be made within thirty (30) days of the receipt of the invoice.
 4. In carrying out the terms of this Agreement, the parties will adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties, as required by law and/or policies of either the County or the City will not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant will be regarded as a material breach of this Agreement.
 5. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
 6. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the Parties hereto.
 7. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the Parties hereto.
 8. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the Parties hereto and any prior agreements

will be null and void.

9. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision will be null and void, and any such invalidity or unenforceability will not affect the validity or enforceability of the remainder of this Agreement. It will be considered to be deleted, and the remainder of this Agreement will not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement will be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
10. This Agreement will be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes will be in Michigan Courts whose jurisdiction and venue will be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action will be the Federal Judicial District of Michigan, Western District, Southern Division.
11. This Agreement will continue until one of the Parties hereto delivers a written notice to the other Party of their intent to terminate this Agreement; ninety (90) days after delivery of such written notice, this Agreement will end and be null and void thereafter.
12. IN WITNESS WHEREOF, the authorized representatives of the Parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said Parties and that this Agreement has been authorized by said Parties.

COUNTY OF KALAMAZOO

CITY OF PORTAGE

Jennifer A. Strebs, Chairperson
Kalamazoo County Board of Commissioners

Patrick McGinnis, City Manager
City of Portage



EXHIBIT A

Kalamazoo County Government

Job Description

Position Title:	Emergency Management Specialist	Position Number:	10951
Department:	Administration – Emergency Mgt.	Job Code:	Category A
FLSA Status:	Non-Exempt	Creation Date:	10/25/2022
Pay Grade:	107	Last Segal Evaluation Date:	10/25/2022
Reports to:	10578 – Director – Emergency Management	Last Revision Date:	9/3/2024

GENERAL SUMMARY

The purpose of this job is to support and assist the Director – Emergency Management in all-hazard emergency planning, preparedness, and operational resiliency. Update County and local emergency operation planning and ensure the operational readiness of the County emergency communications and warning systems. Develop relationships with supporting agencies to facilitate better operations in response to emergencies and disasters.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Maintain awareness of new developments in the field of emergency management; incorporate new developments as appropriate into programs and plans. Develop and maintain detailed resource documents to ensure continuity of government.
- Differentiate the major components of a hazards approach to Emergency Management and apply them to plans and procedures.
- Provide strategic advice with expertise in alert and warning functions with specifications in IPAWS training, tests, and exercises.
- Ensure policies, practices, and procedures are up to date, understood, and followed by staff and stakeholders.
- Facilitate various committees addressing mitigation activities, pre-incident planning, and training to support the emergency management mission.
- Enhance community awareness by speaking to various community groups, government organizations, and educational faculty members. Conduct training programs with these organizations to reinforce the emergency management and planning mission.
- Ensure operational readiness of the County Emergency Operations Center (EOC), and coordinate maintenance of subordinate Emergency Coordination Centers (ECC) throughout the County, their operational technology systems, and the emergency communications and community warning systems within the centers.



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- Oversee the maintenance of emergency operations equipment such as response vehicles, trailers, generators, and support equipment to ensure a constant state of readiness.
 - Act on behalf of the Lieutenant/OEM in their absence.
 - Perform related work as required
- * It is expected that the employee can perform these functions on a regular and recurring basis.*
NOTE: This is not an all-inclusive list of the total scope of duties to be performed.

MINIMUM QUALIFICATIONS

Required Education and Experience

- At least two years of relevant college-level course work or an Associate's degree from an accredited college or university in Business, Public Administration, and Emergency Management, or a related field
- 1 to 3 years of related work experience, such as Emergency Management and Preparedness, public relations, customer development, or public/private partnership development
- Any equivalent combination of training, education, and experience that provides the required skills, knowledge, and abilities

Required Licenses or Certifications

- Michigan Professional Emergency Manager Certification to be obtained within two (2) years of hire
- Valid Michigan Driver's License

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- English grammar, spelling, punctuation
- Principles and practices of basic bookkeeping
- Modern office procedures, methods, and computer equipment
- Transmission, broadcasting, switching, control, and operation of telecommunications systems



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- Relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions
- Laws, legal codes, precedents, government regulations, executive orders, agency rules, and the political process

Skill in:

- Interpersonal skills necessary to develop and maintain effective and appropriate working relationships
- Performing a variety of duties, often changing from one task to another of a different nature
- Performing basic mathematical functions such as addition, subtraction, multiplication, division, percentages, and ratios
- Assigning, prioritizing, monitoring, and reviewing work assignments
- Complex problem solving
- Critical thinking

Ability to:

- Meet schedules and deadlines for the work
- Understand and carry out oral and written directions
- Accurately organize and maintain paper documents and electronic files
- Maintain the confidentiality of information and professional boundaries
- Maintain certifications as required for effective emergency management and domestic preparedness knowledge and credibility
- Conduct meetings, conduct training classes, and supervise volunteers as assigned
- Use logic and reason to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.



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WORK ENVIRONMENT/CONDITIONS

The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment			X
Outdoor environment		X	
Street environment (near moving traffic)		X	
Confined space	X		
Vehicle		X	
Shop environment	X		
In the community (homes, businesses, etc.)		X	
Correctional facility, detention center, or jail		X	
Clinical healthcare environment	X		
Other: Click or tap here to enter text.			
Exposures	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are hostile or irate		X	
Individuals with known violent backgrounds	X		
Extreme cold (<i>below 32 degrees</i>)		X	
Extreme heat (<i>above 100 degrees</i>)		X	
Communicable diseases		X	
Moving mechanical parts	X		
Fumes or airborne particles	X		



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Toxic or caustic chemicals, substances, or waste	X		
Loud noises (85+ decibels)	X		
Other: Click or tap here to enter text.			

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Heavy:** The position involves heavy physical demands, such as exerting up to 100 lbs. of force occasionally, and/or up to 50 lbs. of force frequently, and/or up to 20 lbs. of force constantly to move objects.

DIRECT REPORTS

- No direct reports