

**CITY OF THE VILLAGE OF DOUGLAS
COUNTY OF ALLEGAN
STATE OF MICHIGAN**

RESOLUTION NO. 04-2021

**A RESOLUTION ADOPTING AND AUTHORIZING EXECUTION OF A PUBLIC WORKS MUTUAL AID AND
ASSISTANCE AGREEMENT BETWEEN THE CITY OF DOUGLAS AND THE CITY OF SAUGATUCK**

At a regular meeting of the City Council for the City of the Village of Douglas, Michigan, held on the 5th day of April 2021 at 7:00 p.m.

Present: Donovan, Miller, Mooradian, North, Seabert, Van Loon, Lion

Absent: None

Council Member North offered the following resolution and moved for its adoption, seconded by Council Member Van Loon :

RESOLUTION

WHEREAS, the City of Douglas and the City of Saugatuck are geographically vulnerable to a variety of natural weather events; and

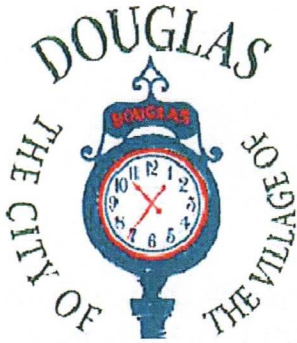
WHEREAS, emergencies such as the COVID-19 Pandemic could have the potential to leave vulnerable all employees of the Public Works Department; and

WHEREAS, Act No. 390 of the Public Acts of 1976, as amended (Act 390) permits municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities on a basis of mutual cooperation and recognizing this vulnerability and providing that this Agreements intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient utilization of resources in the City of Douglas and the City of Saugatuck; and

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments; and

MEMORANDUM



To: City Council

From: Rich LaBombard
City Manager

Date: April 5, 2021

Subject: Public Works Mutual Aid and
Assistance Agreement Between the
City of Douglas and the City of
Saugatuck

The nationwide COVID pandemic has brought to light the need to think outside of the box when it comes to continuity of service delivery, particularly in the event a COVID health crisis impacts the Department of Public Works. The administrators of Douglas and Saugatuck began discussions about a mutual aid agreement for the respective Departments of Public Works back in December 2020. Similar mutual aid agreements already exist with the Douglas Police Department and surrounding communities.

The attached mutual aid agreement establishes the terms under which one party provides resources – personnel, teams, facilities, equipment, and supplies – to another party. The City of Douglas and the City of Saugatuck would like to establish a public works mutual aid and assistance agreement to protect the City should it need to rely on assistance from the other community in order to continue service delivery such as snow plowing, salting, storm clean up, or traffic barricading, for example. By creating this framework, both municipalities can work as partners within the terms of the reciprocal mutual aid agreement.

The process starts when a party determines its resources are inadequate to respond to a disaster, emergency, or other serious threat to public health or safety, then it may request mutual aid and assistance. The responding community determines if it has the available resources to respond; however, the responding community understands that its foremost responsibility is to its own citizens. If resources are available, the recipient community will be responsible for costs and expenses incurred. The recipient community defines the scope of work, services requested, estimated time, and designated supervisor. The responding community may terminate mutual aid if needed. With the completion of the mutual aid assignment, the associated costs for personnel, equipment, materials and supplies and overhead are calculated and the recipient community is billed for the aid provided.

The initial agreement is for a term of five years with subsequent renewals optional in five-year increments.

The agreement has been reviewed by the City Attorney.

I recommend City Council approve the public works mutual aid and assistance agreement between the City of Douglas and the City of Saugatuck.

WHEREAS, Act No. 390 of the Public Acts of 1976, as amended (Act 390) allows municipalities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of personnel, facilities, services, supplies and other resources; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another at the appropriate times.

THEREFORE, BE IS RESOLVED, the City of the Village of Douglas hereby adopt and authorize the execution of the Public Works Mutual Aid and Assistance Agreement Between the City of Douglas and the City of Saugatuck as of the date set forth in this Agreement.

YEAS: Donovan, Miller, Mooradian, North, Seabert, VanLoon, Lion

NAYS: None

ABSTAIN: None

ABSENT: None

Motion approved this 5th day of April 2021.

Signed: _____
Patricia Lion, Mayor

Signed: _____
Pamela Aalderink, City Clerk

CERTIFICATION

I, Pamela Aalderink, the duly appointed clerk of the City of Douglas does hereby certify the foregoing is a true and complete copy of a resolution adopted by the Douglas City Council at a regular meeting held April 5, 2021, in compliance with the Open Meetings Act No. 267 of the Public Acts of Michigan, 1976, as amended. The minutes of the meeting were kept and will be or have been made available as required by said Act.

Signed: _____
Pamela Aalderink, City Clerk

PUBLIC WORKS MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN THE CITY OF DOUGLAS AND THE CITY OF SAUGATUCK

This Agreement is made this 5th day of April 2021, by and among the City of Douglas and the City of Saugatuck with reference to the following facts and circumstances.

SECTION I: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

- A. *Agreement* means this document, the Public Works Mutual Aid and Assistance Agreement between the City of Douglas and the City of Saugatuck.
- B. *Aid and Assistance* include personnel, equipment, facilities, services, supplies, and other resources.
- C. *Authorized Representative* means a Party's employee, who has been authorized, in writing by that Party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each Party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)
- D. *Mutual Aid Resource List* means the list of equipment and personnel maintained by the Party's Public Works Department.
- E. *Party* means a governmental entity, which has adopted and executed this Agreement.
- F. *Provider* means the Party providing aid and assistance.
- G. *Recipient* means the Party receiving or requesting aid and assistance.

SECTION II: INITIAL RECOGNITION OF PRINCIPLE OF ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

- A. As this is a reciprocal Agreement, it is recognized that any Party to this Agreement may be requested by another Party to be a Provider. It is mutually understood that each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any Party to this Agreement to provide Aid and Assistance pursuant to a request from another Party. Accordingly, when Aid and Assistance have been requested, a Party may in good faith withhold the resources necessary to provide reasonable and adequate services to its own community, by deeming itself unavailable to respond and so informing the Party setting forth the request.
- B. Given the finite resources of any jurisdiction and the potential for each Party to be unavailable for Aid and Assistance at a given point in time, the Party's mutually encourage each other to enlist other entities in mutual Aid and Assistance efforts and to enter into such Agreements accordingly. Concomitantly, the Parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render Aid and Assistance in accordance with the terms of this Agreement to the fullest extent possible.