

RESOLUTION NO. 27

A RESOLUTION AUTHORIZING JOINT AND COOPERATIVE AGREEMENT FOR
USE OF PERSONNEL AND EQUIPMENT-PUBLIC WORKS MUTUAL AID AUTHORITY

BE IT RESOLVED by the City of Madison Heights, as follows:

WHEREAS, the City of Madison Heights desires to become a member of the Southeastern Oakland County Public Works Association's public Works Mutual Aid Authority and its Assistant City Manager is its authorized representative, and; Deputy Superintendent its alternative representative, and;

WHEREAS, a mutual need exists between members of the Southeastern Oakland County Public Works association to share and assist one another in the areas of emergency, disaster control and mitigation, and;

WHEREAS, The City of Madison Heights considers it to be in the best interests of the City to enter into a mutual agreement with the other members of the Southeastern Oakland County Public Works Association;

NOW, THEREFORE BE IT RESOLVED, that the City of Madison Heights enter into agreement with the Southeastern Oakland County Public Works Association and hereby authorizes its Assistant City Manager to represent the City of Madison Heights in this Authority, and to authorize the Mayor and City Clerk to sign this Agreement on behalf of the City of Madison Heights.

Anna Sagan
Witness Anna Sagan

January 30, 1987
Date

George W. Suarez
Mayor

Gualdini A. Case
City Clerk

JUN 6 1986

JOINT AND COOPERATIVE AGREEMENT FOR USE OF
PERSONNEL AND EQUIPMENT DURING EMERGENCIES
SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION
PUBLIC WORKS MUTUAL AID AUTHORITY

I. PURPOSE

The member communities of the Southeastern Oakland County Public Works Association (S.E.O.C.P.W.A.) recognize that they have authority pursuant to the provisions of Public Act 35 of 1951, an Act to authorize intergovernmental contracts between municipal corporations; and to authorize any municipal corporation to contract with any person or any municipal corporation, to furnish any lawful municipal service to property outside the corporate limits of the first municipal corporation for a consideration; the result being to establish a regional mutual aid association, to be known as the Public Works Mutual Aid Authority, representative of the various communities with authority and responsibilities relating to utilization of resources to counteract natural and man-made disasters common to all communities, together with power and authority to implement such services as set forth.

II. DEFINITION OF TERMS

For purposes of this Agreement, the terms defined in this section shall have the meanings given them.

1. "Party" means a governmental unit which is a party to this Agreement.
2. "Eligible party" means a governmental or corporation unit which is entitled to become a party to this Agreement, at its own option.
3. "Requesting party" means a party which requests assistance from other parties.
4. "Responding party" means a party which provides assistance to a requesting party.
5. "Assistance" includes personnel, materials and equipment.
6. "Requesting official" means the person who has been designated by the requesting party to request assistance from other parties.

7. "Responding official" means the person who has been designated by a party to determine whether and to what extent that party should provide assistance to a requesting party.

8. "Emergency" means a sudden and unforeseen situation requiring immediate action beyond the requesting party's capability.

9. "Authority Secretary" means the secretary of the Public Works Mutual Aid Authority.

10. Public Works Mutual Aid Authority means the organization formed by the Southeastern Oakland County Public Works Association to meet emergency situations within the boundaries of its member communities.

III. PARTIES

1. The parties to this Agreement shall consist of members of the Southeastern Oakland County Public Works Association and shall be known as the Public Works Mutual Aid Authority. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by the member party together with a certified copy of the resolution authorizing the Agreement.

2. The Authority Secretary, elected from the membership of the SEOCPWA, shall maintain a current list of the parties to this Agreement. Whenever there is a change in the parties to this Agreement, the Authority Secretary shall notify the designated responding official of each of the parties of such change.

3. Upon joining the Public Works Mutual Aid Authority, the party shall submit a list of their equipment to the Authority Secretary. This equipment list shall be updated annually and submitted annually to the Authority Secretary by December 31st of each year as a requirement for continued membership. Members of the Public Works Mutual Aid Authority shall provide and maintain sufficient equipment and labor to meet ordinary and routine maintenance and service requirements of its community.

4. The Authority Secretary shall distribute the equipment lists to all members. An equipment addendum sheet shall be distributed to all member parties by January 30th of each year.

IV PROCEDURE

1. Each party shall designate, and keep on file with the Authority Secretary the name of the person of that party who shall be its requesting official and responding official. A party may designate alternate officials to act in the absence of the primary official.
2. Whenever, in the opinion of a requesting official of a party, there is a need for assistance from other parties to assist the requesting party, such requesting official may, at his or her discretion, call upon the responding official of any other party to furnish assistance to and within the boundaries of the requesting party. It is the intention of the parties to this contract to cooperate in the event of an emergency by making available to a requesting party necessary or requested personnel, materials, and equipment without undue delay.
3. Upon the receipt of a request for assistance from a party, the responding official for any other party may authorize and direct the personnel of the responding party to provide assistance to the requesting party. Whether the responding party shall provide such assistance to the requesting party, and, if so, to what extent such assistance shall be provided shall be determined solely by the responding official subject to such supervision and direction as may be applicable for him or her within the governmental structure of the party by which he or she is employed. Failure to provide assistance will not result in liability to a party.
4. When a responding party provides assistance under the terms of this Agreement, it may in turn request assistance from other parties as "back-up" during the time that it is providing assistance outside its boundaries.
5. Whenever a responding party has provided assistance to a requesting party, the responding official may at any time recall such assistance or any part thereof to the responding party, if the responding official in his best judgement deems this is in the best interest of his own agency.
6. When a responding party supplies equipment and personnel to a requesting party, said equipment and personnel shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by the Worker's Compensation of the responding party; and shall otherwise be deemed to be performing their regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the assistance which it provides. The requesting party shall provide all routine fueling and servicing of respondents equipment and materials, and shall assume all costs thereof during the assistance period.

7. A responding party shall be responsible for its own personnel, equipment and materials and for injuries or death to any personnel, or damage to any such equipment or materials, except that unused equipment and materials provided by the responding party shall be returned to the responding party by the requesting party when circumstances permit this to be done. The requesting and responding parties may review any equipment repaired to determine if such repair was directly related to the emergency operation. If mutually agreed that repairs are required, they shall be the responsibility of the requesting party. Any disagreement which cannot be resolved by the responding and requesting parties shall be resolved by a committee established from the Public Works Mutual Aid Authority. Materials and supplies used by the responding party at the request or direction of the requesting party shall be reimbursed by the requesting party to the responding party.

8. An emergency response by a responding party, which is provided on a "gratis" basis, shall be limited to a maximum of forty-eight (48) hours duration. After such time, the responding party shall be reimbursed for labor and equipment by the requesting party. During this period of time, the requesting party shall actively seek to engage outside contractors to conduct the work being done by the responding party so as to expedite the return of the responding party to its home community.

9. The responding party shall maintain such records of the cost of labor, equipment and materials provided; and hours of work or operation as deemed necessary for recovery of costs in the event the incident becomes eligible for Federal or State Disaster Assistance. If declared eligible, these costs shall then be reimbursed by the requesting party in full or in a prorata share of assistance provided.

10. The requesting party shall not be responsible for any injuries, losses or damages to persons or property arising out of the acts of any of the personnel of a responding party. Nor shall the responding party be responsible for injuries, losses or damages arising out of the acts of any of the personnel of the requesting party or the personnel of any other responding party.

11. Technical service and assistance of non-emergency nature may be requested and/or provided by the parties to this Agreement.

V. INSURANCE

Each party to this Agreement shall maintain insurance policies covering personal and public liability in the amount of not less than \$1,000,000 for each of the above mentioned risks and Worker's Compensation for its personnel. Said policies shall cover damage or injury caused by negligent operation of its vehicles while operating under the terms of this Agreement outside of its corporate limits or contract areas.

VI. WITHDRAWAL AND TERMINATION

Any party may withdraw at any time upon thirty (30) days written notice to the Authority; such a party may become a party if later entering into this Agreement. The Authority Secretary shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties, as hereinbefore provided.

VII. EFFECTIVE DATE

This Agreement shall become effective on January 26, 1987,
IN WITNESS WHEREOF, the undersigned, on behalf of their governmental unit, have executed this Agreement pursuant to authorization by the

(City/Township) of Madison Heights, MICHIGAN on the 26th day of
January, 1987.

WITNESS:

Anna Sagan

Anna Sagan

WITNESS:

Carole Corbett

Carole Corbett

WITNESS:

Kathryn S. HydeCITY/TOWNSHIP OF Madison Heights

By:

George W. Suarez

Chief Elected Official

By:

Sarah A. Case

Clerk

Date:

1/30/87SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION

By:

Leslie Tenson

Date:

2-19-87

Department of Public Services
801 Ajax Drive
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES
1974	401 Senior Citizens Base Station	Regular	Senior Citizens	10886	D-06	T1152S	
1975	402 White Wing Sweeper	Diesel	Streets	7420	E-03	003019T	
1983	403 Grader John Deere	Diesel	Streets	7452	E-04	496A-179CB	
1975	404 Clark Loader	Diesel	Streets	7419	E-05	2193381	
1968	405 John Deere Loader	Diesel	Streets				
1968	406 Ford Backhoe	Diesel	Streets		P-01	I361	
1981	407 Whirlwind II Sweeper	Diesel	Streets	7430	E-01	2MTD10359BCA23459	56X760
1983	408 Chevy Chevette Assessing 4 dr.	Unleaded	Assessors	12813	E-10	1G1AJ68C4DY137140	
	409 Chipper	Regular	Streets		N/Key	6038431	
	411 Chipper	Regular	Streets		N/Key	5953920	
1985	412 Pontiac 6000(T.Haran)	Unleaded	Assessors	10961	E-02	1G2AF19X8FT226145	
	413 Stripex						
	414						
1979	415 Chevy Stake Truck	Regular	Streets	10516	C-07	C17DB9V104621	83X951
1985	416 Pontiac Bonneville 4 dr. (J. Carter)	Unleaded	Streets	10962	H-03	2G2GN69A2F2281003	73X241
	417						
1980	418 Ford Tandem Dump Truck	Diesel	Streets	7466	E-06	W80UVJA5913	56X732
1980	419 Ford Tandem Dump Truck	Diesel	Streets	7416	E-07	W80UVJA5912	56X817
	420						
1983	421 Dodge Diplomat 4 dr. (J. Crawford)	Unleaded	Recreation	12504	F-01	2B3RG26S4DR185627	56X781
	422						
1982	423 Dodge 1/2 ton Pick Up	Unleaded	Streets	14321	G-10	1B7FDB14H3D5420155	56X755
1983	424 Ford Dump Truck	Diesel	Streets	10890	E-02	1FDYK80U4DVA19265	56X763
1983	425 Ford Dump Truck	Diesel	Streets	7480	E-10	1FDYK80U2DV-A19264	56X826
1982	426 Ford Dump Truck	Diesel	Streets	7417	E-09	1FDYK80U3CV-A52563	56X733
1977	427 International Dump Truck	Regular	Streets	10821	I-03	D1022HCA10043X	56X829
1979	428 Chevy 1/2 ton Pick Up	Unleaded	Streets	14368	E-07	CCD149F367439	56X759
1986	429 GMC 7000 Aerial Truck	Regular	Streets	14253	B-06	1GDK7D1B2GV522648	56X799
1983	430 Dodge 3/4 ton Pick Up	Unleaded	Streets	10873	G-09	1B7KDB34U3D8418834	56X807
	431						
	432						
1980	433 Ford Tandem Dump Truck	Diesel	Streets	7416	E-08	1FDYK80U5BVJ17753	56X793
1986	434 Chevy Van Parts Truck	Unleaded	Motor Pool	14352	F-07	2GCDG15N4G4153159	56X769
	435						
	436						
	437						
	438						
1979	439 Chevy 1/2 ton Pick Up	Unleaded	Streets	12766	E-08	CCD149F367467	56X754
	440						
	441						
	442						
	443						
1985	444 Pontiac Bonneville 4 dr. (P. Connors)	Unleaded	D.P.S.	12550	E-01	2G2GN69A3F2281818	56X810
	445						
	446						
	447						
1985	448 Pontiac Bonneville C.M. (D. Lents)	Unleaded	Administration	10925	E-03	2G2GN69ASF2279245	300LHA
1969	449 Ford Tractor	Regular	Parks			C243239	
	450 Ford Tractor	Regular	Parks			C195882	
1979	451 Chevy 1/2 ton Pick Up	Unleaded	Water	12597	G-01	CCD149F478302	56X777

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES
1980	452 Chevy Van	Regular	Water	14226	B-03	CGH33A4138187	75X040
1974	453 Ford Van Econoline 200	Regular	Water	14295	C-10	E24GHY06863	56X802
1979	454 Chevy Pick Up Truck (432 Bud's)	Unleaded	Custodial	10939	G-02	CCD149F444553	56X778
1982	455 Ford Backhoe	Diesel	Water	7403	F-04	C694967	
456							
457							
1978	458 Chevy Van	Unleaded	Water	12984	F-06	CGD1584119240	71X155
1979	459 Chevy Van	Unleaded	Water	12868	F-10	CDG1590127261	75X690
1979	460 Chevy 1/2 ton Pick Up (Ken's)	Unleaded	Sewer	12877	E-09	CCD149F367360	56X765
1986	461 Chevy 3/4 ton Pick Up (Ken's)	Regular	Water & Sewer	12719	F-09	1GCGC24MIGJ160309	56X806
1982	462 Ford Stake Flat Bed Dump	Regular	Sewer	10847	I-07	IFDNN60HOCVA48066	56X756
1983	463 Dodge 3/4 ton Pick Up	Unleaded	Sewer	14306	G-08	1B7KD34USD8418835	56X797
1979	464 International Dump Truck	Regular	Sewer	12730	D-10	AA162JHB26381	56X822
1975	465 Ford Vactor Cab Over	Regular	Sewer	14277	B-09	L80FVX07885	56X730
1977	466 GMC Step Van T.V. Truck	Regular	Sewer	10837	I-09	TPL3573605498	56X750
1973	467 Ford Cab Over Water Jet	Regular	Sewer	14201	B-10	C70EVT27490	56X795
1982	468 Ford Vactor	Diesel	Sewer	7414	F-02	IPDYR80U9CVA48657	56X794
469							
1981	470 Dodge Diplomat	Unleaded	Parks	10997	F-03	1B3BM46N7BG155356	56X808
1971	471 Jeep Gr. Short Cab W/Broom	Regular	Parks	10509	A-10	8305017 369826	56X771
1972	472 Jeep Gr. Full Cab	Regular	Parks	10870	E-03	J2F835TE11435	56X809
1983	473 Dodge Diplomat	Unleaded	Parks	14394	G-07	2B3BG26S4DR185630	56X804
1982	474 Dodge Power Wagon Pick Up	Unleaded	Parks	12985	G-06	1B7KW34R9CS280916	70X936
1985	475 Chevy 3/4 Ton 4 wheel drive	Regular	Parks	10819	D-05	1GCGK24MOGJ158125	56X748
476							
1977	477 Jeep Full Cab	Regular	Parks	12553	D-01	J7F93FA039989	56X805
1974	478 International Bus 42 Pass.	Regular	Senior Citizens	14235	C-05	1311093811	56X813
1982	479 Ford Dump Truck	Regular	Parks	14112	B-02	IFDNF80K3CVA48468	56X737
1984	480 Ford 14 Pass. Econoline 350	Regular	Senior Citizens	14274	C-08	1FTJ835Y7EHB85736	79X780
1978	481 International Dump Truck Cab Over	Regular	Parks	12671	E-10	D1022HCA12226	79X781
1982	482 Ford Bus 14 Pass.	Regular	Senior Citizens	10856	I-05	1FBHS31E4CHB01111	75X691
1984	483 Dodge Diplomat (Rudy's Code Enfor)	Unleaded	Code Enforcement	10924	F-02	1B3BG26S59EX577747	56X742
1978	484 Jeep Short Cab	Unleaded	Parks	12543	D-02	J8F83EA105218	72X563
1980	485 GMC Pick Up Truck	Regular	Parks	10831	G-05	TKM24A1528901	81X174
1980	486 Ford Bus 22 Pass.	Regular	Senior Citizens	10802	I-03	110G13599B906759190	83X803
1969	487 Ford Tractor Low Boy	Regular	Parks	14160	C-02	C245023	
1977	488 Ford Loader Tractor	Diesel	Parks	1231	F-08	C548169	
1969	489 Ford Tractor	Regular	Parks			C243283	
490	C.D.D. Base Station		City Hall				
1980	491 Ford Tractor	Diesel	Parks	1282	F-07	C653065	
1979	492 Pontiac 2 dr. (M. Shapiro)	Unleaded	Engineering	14320	F-08	2D27Y9P575473	
1986	493 Dodge Ram 4 Wheel Drive (P. Bertalan)	Unleaded	Engineering	12881	F-05	3B4GW12T7GM609990	56X747
1985	494 Pontiac Bonneville (A. Paske)	Unleaded	Engineering	12807	H-04	2G2GN69A8F2279255	
1983	495 Chevy Chevette 4 dr. (D. Murray)	Unleaded	Engineering	12981	H-05	1G1AJ368C5DY137180	
1979	496 Pontiac 2 dr. (K. Garz)	Unleaded	Engineering	12899	F-09	2D27Y9P575767	
1981	497 Chevy Chevette 4 dr. (M. McGonigal)	Unleaded	Engineering	12855	G-04	1G1AB6890BA138082	
1980	498 Ford Fairmont 4 dr. (E. Connor)	Unleaded	Engineering	10959	G-03	FOX92A2A2521P	
1981	499 Chevy Chevette 4 dr.	Unleaded	Assessing	12907	G-05	1G1AB 689BA138078	
500							
501	Pete Connors						
502	Jack Carter						
503	Chester Pinkowski						
504	Ken Jasinski						
505	Jerry Dzeroogian						

Department of Public Services
801 Ajax Drive
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES#
506	Dave Shuten						
507	Jenny Crawford						
508	Dorothy Lents						
509							
510							
511							
512							
513							
514							
515							
516							
517							
518							
519							
1981	Ford 20 yard Peabody - One Man Packer	Diesel	Sanitation	7467	D-02	1FDYD80U7BVJ39341	56X822
1976	International 25 yard Heil - Two Man	Regular	Sanitation	14256	C-04	D1122GCA11388	56X772
1974	International 25 yard Heil - Two Man	Regular	Sanitation	14257	C-01	25791ECA16572	56X791
1978	Ford 20 yard Maxon - One Man Packer	Diesel	Sanitation	7405	D-06	D80DVBB0239	56X752
1979	Ford 20 yard Leach - Two Man Packer	Diesel	Sanitation	7404	D-08	R80DVG 5115	56X770
1980	Ford 20 yard Leach - Two Man Packer	Diesel	Sanitation	7401	D-01	R80UVGJ9776	75X668
526							
1982	Ford 25 yard Peabody - One Man Packer	Diesel	Sanitation	7451	D-03	1FDYD80UCVA54065	56X786
1983	Ford 25 yard Heil - Two Man Packer	Diesel	Sanitation	7457	D-04	1FDY80UXDVA30544	56X758
1985	Ford Maxon - One Man Packer	Diesel	Sanitation	7412	D-05	1FDYD80U7FVA26157	56X792
530							
1986	Ford Maxon - One Man Packer	Diesel	Sanitation	7440	D-07	1FDYD80U7GVA16987	56X788
532							
533							
1975	International Stake Bed	Regular	Sanitation	14236	C-09	22671ECA12391	56X790
535							
536							
537							
538							
539							
369	Roller	Unleaded	Streets	12939	H-06	only have 1 Key	
374	Overlow Flashing Arrow	Diesel	Streets	7433	F-05		

Department of Public Services
801 Ajax Drive
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES#
1978	300 125 Compressor						
	301 American Lincoln small sweeper						
	302 Generator						
	303 Flashing Arrow						
	304 Porta Patch asphalt recycler						
	305 Sensation Mower						
	306 Jacobsen Mower						
	307 Jacobsen Mower						
	308 Jacobsen Mower						
	309 Jacobsen Mower						
	310 Sear's Mower						
	311 Sear's Mower						
	312 Lawn Edger						
	313 Lawn Edger						
	314 Sno-Away						
	315 Lawn Blower						
	316 Lawn Blower						
	317						
	318 Olympyk Weedwacker						
	319 Stihl Weedwacker						
	320 Stihl Weedwacker						
	321 Homelite Weedwacker						
	322 Stone Mixer						
	323 Blackwell Mixer						
	324 Cement Mixer						
	325 Jacobsen Hustler 50"						
	326 Sullivan Air Compressor 185CMP						
	327 Stihl Chaw Saw						
	328 ARC Welder-Miller						
	329 ARC Welder-Arco						
	330 175 Compressor						
	331 Elephant Vac						
	332 Elephant Vac						
	333 3" Trash Pump						
	334 3" Pump Hale						
	335 Generator Gillette						
	336 6" Pump Midland						
	337 Power Tamper						
	338 Bricksaw Eveready						
	339 Target - Concrete Saw						
	340 Yazoo Mower						
	341 Snapper Mower						
	342 Spreader						
	343 Mini Spreader						
	344 Howard Rotavator						
	345 Jacobsen Seeder						
	346 Homelite 3" Pump						
	347 Stihl Saw TS350						
	348 Waterous Floto Pump						
	349 Portable Ventilator						
	350 Sweepster Brooms						
	351 Hot Roller						
	352 Greenlite stripper						
	353 Leaf Loader						
	354 Leaf Loader						

SN-204539
SN-114278347 MODEL#-038AU Super

Streets

H-03
A-05

Department of Public Services
801 Ajax Drive
Madison Heights, Michigan 48071

Updated 1/87

YEAR	VEHICLE	GAS	DEPARTMENT	KEY #	SLOT	V.I.N.#	LICENSE PLATES
		F-04					
355	Leaf Loader						
356	Onan Generator						
357	Homelite Saw XL12						
358	Homelite Saw XL12						
359	Homelite Saw 77						
360	Homelite Saw 55						
361	Homelite Saw						
362	Gillette Generator 8 HP						
363	Toro Hustler						
364	Olathe Sweeper						
365	Toro 21" Mower						
366	Jacobsen Snow Blower						
367	Homelite Saw						
368	Jacobsen Hustler 72"						
369	Roller Vibratory						
370	Sear's						
371	Layton Paver						
372	Toro Edger						
373	Jacobsen Hustler 60"/50"						
374	Flashing Arrow						
375	Concession Trailer						
376	Homelite Pump 1"						
377	Olympyk Trimmer						
378	Olympyk Trimmer						
379	Trailer Orange/ single wheel Rogers						
380	Trailer Green dual wheel/ Berns						
381	Trailer New heavy duty Green, dual wheel						
382	Trailer New heavy duty Green, dual wheel						
383	Trailer Brown, single wheel, Toro						
384	Trailer Small brown utility, large single wheel						
385	Vibratory Tamper						
386	Honda Generator 3500						
387	Honda Generator 3" Trash						
388	Little Blower						
389	Stone Tamper						
390	Air Compressor						
391	Snow Blower Toro 4 HP						
392	Broadcaster Spreader EV-N-SPRED						
393							
394							
395							
396							
397							
398							
399							
400							

SN-3751062 MODEL#:S35-A
SN-30000669 MODEL#:EB-3500X
SN-3649426

Sewer
Water
Sewer
Streets

Regular
Regular