

**OWOSSO, CORUNNA AND PERRY MUTUAL
POLICE ASSISTANCE AGREEMENT**

Section 1. PARTIES AND AUTHORITY.

- A. This Agreement is made and entered into by and between the Cities of Owosso, Corunna and Perry; each are municipal corporations organized and existing under and by virtue of the laws of the State of Michigan. The parties are authorized to enter into this Agreement by virtue of the provision of Act 236 of the Michigan Public Acts of 1967 as amended, being MCLA 123.811 et seq.; MSA 5.3323 et seq.
- B. It is mutually understood and agreed that each of the parties and their officers, agents, and employees, in carrying out this Agreement, are engaged in a governmental function as provided for in Act 170 of Public Acts of 1964, as amended, being MCLA 691.1401 et seq. and are acting pursuant to these statutes, and are thus entitled to all immunities under Michigan law.

Section 2. PURPOSE OF THE AGREEMENT.

The parties of this Agreement are geographically located in proximity to each other in the County of Shiawassee. The parties recognize the mutual advantage and benefit in rendering to each other supplemental police protection in the event of a special police need of the magnitude that has developed, appears to be developing, or is anticipated, where the special police need is beyond the control of a single police department and therefore requires the assistance of one or more of the other parties.

Section 3. DEFINITIONS.

- A. "Senior Officer" shall mean the highest ranking on duty police officer in the governmental unit who has the authority and the responsibility for directing the police department at the time of a special police need, and with the actual authority to approve a request or response pursuant to this Agreement.
- B. "Special Police Need" shall mean the circumstance or a combination of circumstances requiring immediate action which requires resources beyond that possessed by the requesting municipality at the time.
- C. "Requesting Municipality" shall mean the municipality in which a special police need exists and who requests aid pursuant to this Agreement.
- D. "Responding Municipality" shall mean the municipality which sends personnel and/or equipment to a requesting municipality pursuant to this Agreement.

Section 4. DETERMINATION AND DECLARATION OF A SPECIAL POLICE NEED.

- A. The Senior Officer of the requesting municipality shall be responsible for determining and declaring that a special police need exists within the municipality.
- B. Requests for mutual aid under this Agreement may be initiated only when the apparent need exceeds the readily available resources of the requesting municipality.

Section 5. REQUEST FOR ASSISTANCE.

Upon determining and declaring that a special police need exists, the Senior Officer of the requesting municipality shall make a request for aid to the Senior Officer of the participating municipality that possess the apparent resources to respond.

Section 6. RESPONSE TO REQUEST.

- A. The Senior Officer of the responding municipality must evaluate each request and determine within his sole discretion, whether assistance may be provided.
- B. If the request is granted, the nature and extent of the response shall be determined in the sole discretion of the Senior Officer of the responding municipality. In that event, the responding municipality shall immediately inform the requesting municipality of the nature and extent of the response and shall immediately make available such personnel and equipment as is available to meet the special police need.
- C. The Senior Officer of a municipality may, in his sole discretion, decline the request for aid. In that event, it is the responsibility of the declining municipality to immediately notify the requesting municipality that the request for assistance has been refused.
- D. No party to this Agreement shall be liable for declining to respond to a request for assistance.

- E. Written procedures for responding to specific types of special police needs will be developed as needed and included as addenda to this agreement. Adoption of these procedures shall not require a municipal resolution and instead, shall become effective with the signature of the police chief of the participating municipality.

Section 7. DIRECTION AT SCENE OF EMERGENCY.

- A. The person in charge of general direction of police operations at the scene of a special police need shall be the Senior Officer of the requesting municipality.
- B. However, all personnel and equipment of a responding municipality shall remain under the direct supervision and control of the Senior Officer of that responding municipality throughout the special police need.

Section 8. WITHDRAWAL OF PERSONNEL AND EQUIPMENT.

- A. The personnel and equipment from a responding municipality will be released and returned for duty to its own jurisdiction as soon as the situation is restored to the point which permits the requesting municipality to satisfactorily handle it with its own resources.
- B. Notwithstanding subparagraph A above, the personnel and equipment of a responding municipality may be withdrawn at any time, without liability, in the sole discretion of the Senior Officer of the responding municipality.

- C. It is mutually understood and agreed that this Agreement does not relieve any of the parties from providing police protection within their own jurisdiction.

Section 9. PERFORMANCE EVALUATIONS.

- A. Within thirty (30) days of a request for assistance as defined within this Agreement, the Police Chief of either the requesting or responding municipality may request a meeting to discuss and evaluate the effectiveness of the response.

Section 10. INDEMNITY.

- A. INDEMNIFICATION. It is the intent of this Agreement that each party shall bear the sole responsibility for the acts or omissions of its personnel in providing police emergency assistance pursuant to this Agreement. Each party shall indemnify and hold harmless all other parties, their officers, agents, and employees, against all claims or liabilities, including attorney fees, caused by any act or omission of the indemnifying party, its officers, agents, or employees, in its performance of police emergency assistance pursuant to this Agreement.
- B. THIRD PARTY RIGHTS. Nothing contained herein shall be intended to provide third party beneficiary rights to any persons or to create a cause of action in favor of such persons. Nothing contained herein shall be construed

as a waiver of governmental immunity or other defenses to liability of any party.

Section 11. COMPENSATION.

- A. All costs to a responding municipality related to compensation and disability payments, retirement and furlough payments; and all charges incurred for damages to or loss of equipment occurring as a result of, and pursuant to this Agreement shall be borne by the responding municipality.
- B. No party of this Agreement shall be required to pay any compensation to any other party to this Agreement for services rendered; the mutual advantages and protections afforded by this Agreement being considered adequate compensation to all of the parties.

Section 12. TERMINATION.

A municipality may withdraw from the Police Assistance Agreement by providing the police chiefs of the other participating municipalities with written notice of their intent to withdraw no less than thirty (30) days prior to the date the municipality will cease to participate in this Agreement.

Section 13. APPROVAL BY PARTICIPANTS.

- A. A municipality may agree to participate in this Agreement by the adoption of a resolution authorizing the appropriate City official to execute the Agreement.

B. The Clerk of each member municipality shall furnish a certified copy of its resolution approving participation in this Agreement to each of the other member municipalities. Each resolution shall become effective as and between the municipalities who exchange resolutions upon the date of such exchange and upon execution of this Agreement.

Section 14. ACCEPTANCE AND EXECUTION.

IN WITNESS WHEREOF, the parties have executed this Agreement, as authorized by this respective governing bodies, this 21st day of NOVEMBER, 1994.

WITNESSES:

Marlene M. Jungnitsch
MARLENE M. JUNGNITSCH

THE CITY OF OWOSSO,

BY: Judy M. Lamphere
Judy M. Lamphere
ITS: Mayor

Jacqueline Newell
JACQUELINE NEWELL

BY: Gail L. Wickenhiser
Gail L. Wickenhiser
ITS: City Clerk

Richard G. Burlingame
Richard G. Burlingame

THE CITY OF CORUNNA

BY: Michael J. Sarrasin
Michael J. Sarrazin
ITS: Mayor

Marie D. Hardy
Marie D. Hardy

BY: Yvonne Long
Yvonne Long
ITS: City Clerk

Jane Velting
Nancy Menor

Nancy Menor
Jane Velting

THE CITY OF PERRY


BY: Allan E. West
Allan E. West

ITS: Mayor

BY: Judy A. Guenther
Judy A. Guenther

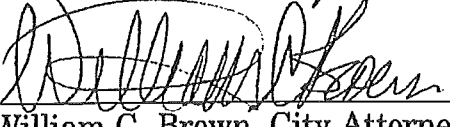
ITS: City Clerk

Approved as to substance:


Gregg G. Guetschow, City Manager

12/15/94
Date

Approved as to form:


William C. Brown, City Attorney

12-15-94
Date

Approved by City Council:

11-21-94
Date