

**SHIAWASSEE COUNTY LAW ENFORCEMENT AGENCIES MUTUAL AID
2018 AGREEMENT**

For the general purpose of rendering reciprocal law enforcement assistance, pursuant to the Mutual Police Assistance Agreements Act, 1967 PA 236, MCL 123.811 et seq., and to maintain and enhance the health, welfare and safety of the respective communities, Shiawassee County, City of Corunna, City of Durand, City of Laingsburg, Village of Lennon, Village of Morrice, Village of New Lothrop, City of Owosso, City of Perry, Village of Vernon (the "Jurisdictions" or "Participating Jurisdictions") hereby enter into a Mutual Aid Reciprocal Law Enforcement Agreement (the "Agreement"), upon the following terms and conditions:

WITNESSETH:

WHEREAS, two or more governmental entities may, pursuant to the provisions of 1967 PA 236, being MCL 123.811, enter an Agreement to provide mutual police assistance and services to one another; and

WHEREAS, certain situations may exist like public nuisances, public disturbances, or in cooperative law enforcement activities where mutual aid may be necessary or appropriate; and

WHEREAS, each governmental entity, by their respective governing bodies, is willing to provide mutual police aid and assistance to the others, subject to the powers, duties, responsibilities and legal liabilities established by this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, it is agreed as follows:

1. Definitions.

- A. "Governmental Unit" or "Governmental Units" shall individually and collectively mean Shiawassee County and the cities, villages, who are parties to this Agreement.
- B. "Personnel" shall mean the police and/or sheriff deputies of Shiawassee County, and the peace officers of cities, villages, who are parties to this Agreement.
- C. "Commanding Officer" shall mean the highest ranking police officer in the governmental unit having an emergency who is on duty and the designee, who has responsibility for directing his/her department at the time of an emergency.
- D. "Emergency" shall mean a combination of circumstances requiring immediate action that requires more personnel or equipment than that available to the requesting governmental unit at the time of the emergency.

- E. "Requesting Governmental Unit" shall mean the governmental unit in which an emergency exists and who requests aid pursuant to this Agreement.
- F. "Responding Governmental Unit" shall mean the governmental unit that sends personnel and/or equipment to a requesting governmental unit pursuant to this Agreement.
- G. "Standard Request for Assistance" shall mean an incident where a citizen request has been received relating to an incident within a governmental unit and that particular unit does not have a personnel available at that time.
- H. "911 Call Center" shall mean the Shiawassee County 911 Central Dispatch Center.

2. **Determination and Declaration of an Emergency.** The commanding officer shall be responsible for determining and declaring that an emergency exists in his/her governmental unit.
3. **Emergency Request for Assistance.** Upon determining and declaring that an emergency exists, the commanding officer of the requesting governmental unit will make a request for aid to the commanding officer of the responding governmental unit.
4. **Response to Emergency Request.** The commanding officer of the responding governmental unit will make available to the commanding officer of the requesting governmental unit such personnel and equipment to meet the needs of the emergency.
5. **Direction at Scene of Emergency.** The incident commander of the requesting governmental unit will be the person in charge at the emergency scene. All personnel and equipment of a responding governmental unit will be under the control and direction of the incident commander of the requesting governmental unit upon arriving at the scene of the emergency.
6. **Withdrawal of Personnel and Equipment.** The personnel and equipment of a responding governmental unit may be withdrawn anytime in the discretion of the commanding officer of a responding governmental unit. The responding governmental unit will not have any obligation to keep its personnel or equipment in the requesting governmental unit for a longer time than is deemed necessary by the commanding officer of the responding governmental unit.

7. Independent Contractor.

Each governmental unit shall be considered an independent contractor and not an agent or employee of the other. Nor shall an agent or employee of a governmental unit be considered an agent or employee of the other governmental unit. Each governmental unit shall remain responsible for any claims arising out of their own acts or omissions during the performance of this Agreement, as provided by law.

This Agreement is not intended to increase any governmental units liability for or immunity from, tort claims.

8. Insurance.

Each governmental unit shall maintain during the term of the Agreement appropriate liability insurance and Workers Compensation Insurance, including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

9. Employee Benefits. Each governmental unit in this Agreement will continue to provide the same salaries, workers' compensation, retirement and other fringe benefits to its employees responding to a mutual aid request as those employees would receive while on duty in their own governmental unit.

10. Costs of Equipment and Supplies. Costs of equipment and supplies used while giving assistance will be borne by the governmental unit owning the equipment and supplies.

11. Federal or State Reimbursement for Emergency Funds. The requesting governmental unit in an emergency, when applying for federal or state funds for reimbursement of the cost of the emergency operations, shall apply for such funds for responding governmental units. Each governmental unit will maintain appropriate records to support such applications.

12. Nondiscrimination. The governmental units who are parties to this agreement, as required by law, will not discriminate 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, disability, height, weight, marital status, political affiliations or beliefs. Breach of this section will be regarded as a material breach of this agreement.

13. Amendments. Modifications, amendments or waivers of any provision of this agreement may be made only by the written mutual consent of the parties hereto.

14. Completeness of the Agreement. This agreement contains all the terms and conditions agreed upon by the governmental units who are parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the parties hereto.

15. Invalid Provisions. If any provision of this agreement is held to be invalid, it shall be considered deleted and the remainder of this agreement will not be affected. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this agreement, this agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

16. Withdrawal from Agreement. A community may withdraw from its participation in this Agreement for any reason anytime upon thirty (30) days written notice to the other communities.

17. Agreement Term. The term of this Agreement will be four (4) years from the date of the full execution of this Agreement by the \ participating jurisdictions. Thereafter, this Agreement will continue in effect for successive (4) four year periods unless terminated or amended in writing. This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings that are not contained herein. This Agreement may not be amended or modified unless in writing and signed by all participating jurisdictions.

18. Certification of Authority to Sign the Agreement. The persons signing this agreement on behalf of the governmental units who are 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.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

COUNTY OF SHIAWASSEE

Name : Brian BeGole
(Print or type)

Title: Sheriff
(Print or type)



(Signature)

6/14/18
(Date)

CITY OF CORUNNA

Name : Nick Chiros
(Print or type)

Title: CHIEF
(Print or type)


(Signature)

6/14/18
(Date)

CITY OF DURAND

Name : Jason Hawk
(Print or type)

Title: Chief of Police
(Print or type)

[Signature]
(Signature)
4/15/18
(Date)

CITY OF LAINGSBURG

Name : DAN DEKORTE
(Print or type)

Title: CHIEF
(Print or type)

[Signature]
(Signature)
7-18-18
(Date)

VILLAGE OF LENNON

Name : Richard Falaron
(Print or type)

Title: Chief of Police
(Print or type)

[Signature]
(Signature)
8-17-18
(Date)

VILLAGE OF MORRICE

Name : Matt Babsley
(Print or type)

Title: Chief
(Print or type)

[Signature]
(Signature)
8/9/18
(Date)

VILLAGE OF NEW LOTHROP

Name : Charles Allen

(Print or type)

Title: Police Chief
(Print or type)

[Signature]
(Signature)
5/29/2018
(Date)

CITY OF OWOSSO

Name : Kevin Lenkart
(Print or type)

Title: Public Safety Director
(Print or type)

Kevin Lenkart
(Signature)

5-21-10
(Date)

CITY OF PERRY

Name : Kyle Banks
(Print or type)

Title: Chief
(Print or type)

Kyle Banks
(Signature)

6-14-18
(Date)

VILLAGE OF VERNON

Name : Paul L. Hubble
(Print or type)

Title: Chief of Police
(Print or type)

Paul L. Hubble
(Signature)

9/19/18
(Date)