

AGENDA REPORT

TO: Mayor & City Commission
FROM: Ken Hibl, City Manager
DATE: April 15, 2014
RE: Renew Central Michigan Mutual Aid & Reciprocal Law Enforcement Agreement

For the Agenda of April 21, 2014

Background. The City is presently a signatory to the Central Michigan Mutual Aid and Reciprocal Law Enforcement Agreement. The Agreement has recently expired, and we have been asked to continue our membership in this coalition.

The Agreement (*copy att'd*) enhances and promotes cooperation and assistance between the law enforcement agencies within seven counties of the central Michigan region, to include all of the respective municipalities and two universities within the region and stipulates terms and conditions of reciprocity.

The City Commission is asked to approve our continued participation in this important partnership agreement.

Issues & Questions Specified. Should the City Commission approve the renewal of the Central Michigan Mutual Aid and Reciprocal Law Enforcement Agreement?

Alternatives.

1. Approve the renewal.
2. Do not approve the renewal.
3. Defer/delay decision of this matter to a future meeting date pending further consideration and discussion.

Financial Impact. There are no direct costs associated with our membership in this coalition; however, there are terms for reimbursement of costs for providing service on a case-by-case basis outlined within the terms of the Agreement.

Recommendation. I recommend that the City Commission approve our continued participation as a signatory to the Agreement by adoption of Resolution 2014-052 (*copy att'd*).

Attachments.

1. Central MI Mutual Aid & Reciprocal LE Agreement.
2. Resolution 2014-052.

CENTRAL MICHIGAN MUTUAL AID
RECIPROCAL LAW ENFORCEMENT AGREEMENT

For the purpose of rendering reciprocal police assistance to one another in case of emergencies, pursuant to Public Act No. 236 of 1967, MCL 123.811 *et seq.*, and to maintain and enhance the health, welfare and safety of the respective communities, Clare County, Gladwin County, Gratiot County, Isabella County, Mecosta County, Midland County, Montcalm County, City of Alma, City of Big Rapids, City of Clare, City of Midland, City of Mt. Pleasant, Saginaw Chippewa Indian Tribe of Michigan, Village of Shepherd, Central Michigan University and Ferris State University (the “Jurisdictions” or “Participating Jurisdictions”) hereby enter into a Mutual Aid Reciprocal Law Enforcement Agreement (the “Agreement”), upon the following terms and conditions:

I. DEFINITIONS.

- A. Commanding Officer shall mean the highest law enforcement official in the Jurisdiction or his or her designee.
- B. Emergency shall mean an event or events requiring immediate action for the protection of property and the public safety and requiring law enforcement personnel or equipment in addition to that available to a Jurisdiction at the time of the event or events.
- C. Requesting Jurisdiction shall mean the Jurisdiction that requests aid pursuant to this Agreement.
- D. Responding Jurisdiction shall mean the Jurisdiction that sends personnel or equipment to a Requesting Jurisdiction pursuant to this Agreement.

II. DETERMINATION AND DECLARATION OF AN EMERGENCY.

The Commanding Officer of a Requesting Jurisdiction shall be responsible for determining and declaring that an Emergency exists in its Jurisdiction.

III. REQUEST FOR ASSISTANCE.

Upon determining and declaring an Emergency to exist, the Commanding Officer of a Requesting Jurisdiction may make a request for assistance to the Commanding Officer of a Participating Jurisdiction or Jurisdictions.

IV. RESPONSE TO REQUEST.

The Commanding Officer of the Responding Jurisdiction(s) receiving the request for assistance shall make available to the Commanding Officer of the Requesting Jurisdiction such personnel or equipment as is available to meet the needs of the Emergency. The Commanding Officer of a Participating Jurisdiction may decline the request for assistance if personnel or equipment are not available at the time of the request. No party to this agreement shall be liable for failure to respond to a request for assistance for any reason.

V. DIRECTION AT SCENE OF EMERGENCY.

The Commanding Officer of the Requesting Jurisdiction shall be in charge of operations at the scene of the Emergency. The personnel and equipment of the Responding Jurisdiction shall cooperate with the direction of the Commanding Officer of the Requesting Jurisdiction upon arriving at the scene of the Emergency.

VII. COSTS OF RESPONDING.

The Jurisdiction(s) agree that they will not reimburse each other for the costs of any usual and customary services rendered under this Agreement, including wages, disability payments, retirement, furlough payments, charges made for equipment, supplies, and material used or expended while rendering assistance under the Agreement, unless the Requesting Jurisdiction is legally responsible for declaring the emergency, or as otherwise agreed in writing when presented with an invoice within 30 days of the Emergency detailing all such charges and costs.

VIII. INDEPENDENT CONTRACTOR.

Each Jurisdiction shall be considered an independent contractor and not an agent or employee of the other. Nor shall an agent or employee of a Jurisdiction be considered an agent or employee of the other Jurisdiction. Each Jurisdiction shall remain responsible for any claims arising out of their own acts or omissions during the performance of this Agreement, as provided by applicable law. This Agreement is not intended to increase any Jurisdiction's liability for, or immunity from, tort claims.

IX. INSURANCE.

Each Jurisdiction shall maintain during the term of the Agreement appropriate liability insurance and Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable laws.

X. THIRD PARTY BENEFICIARIES.

This agreement confers no rights or remedies on a third party, other than the parties to this Agreement and their respective successors and permitted assigns.

XI. NON-DISCRIMINATION.

To the extent applicable to the Jurisdictions under this Agreement, the Jurisdictions agree not to 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, nation origin, age, sex, height, weight, or martial status. Breach of this covenant may be regarded as a material breach of the Agreement. Notwithstanding the foregoing, the Jurisdictions acknowledge and agree that the Saginaw Chippewa Indian Tribe of Michigan applies employment preferences to Native Americans pursuant to the Civil Rights Act of 1964, 42 U.S.C. 2000(e)(2)(i) and is exempt from the employment provisions of the American with Disabilities Act, pursuant to 42 U.S.C. 1211(B)(1).

XII. FORCE MAJEURE.

If because of Force Majeure any party is unable to carry out any of their obligations under this contract (other than obligations of such party to pay or expend money for or in connection with the performance of this agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of federal government, acts of another party to this agreement, fire, disturbances, the unavailability of raw materials, legislation, charger amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance.

XIII. OTHER AGREEMENTS.

It is not the Jurisdictions' intent by any provision of this Agreement to affect the terms of any other Agreement with respect to emergency management services or any emergency management assistance agreement of any Participating Jurisdiction or any mutual aid agreement between local agencies within any Participating Jurisdiction.

XIV. WITHDRAWAL.

Any Jurisdiction may withdraw from this Agreement for any reason at any time. Any Jurisdiction desiring to withdraw from this Agreement shall give thirty (30) days written notice, including the reason for withdrawal to the other Participating Jurisdictions. Upon a Jurisdiction's withdrawal, such Jurisdiction will have no further obligation under this Agreement and its participation in this Agreement shall automatically terminate. The withdrawal of any Jurisdiction from the Agreement shall not affect this Agreement with respect to the remaining Participating Jurisdictions.

XV. TERM.

The term of this Agreement shall be four (4) years from the date of the full execution of this Agreement by all of the above-mentioned Participating Jurisdictions. Thereafter, this Agreement shall continue in effect for successive (4) four year periods unless terminated or amended in writing.

XVI. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. This Agreement may not be amended or modified unless in writing and signed by all Participating Jurisdictions.

XVII. AUTHORITY TO SIGN.

Each person executing this Agreement warrants to all Parties hereto that such person is authorized and has received full authority, approval and direction to execute and deliver this Agreement on behalf of the party for which such person signs.

The Parties signing below acknowledge and agree to the above terms.

Clare County:

Gladwin County:

Chief Law Enforcement Officer Date

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

Chairman: Governing Body Date

Gratiot County:

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

Isabella County:

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

Mecosta County:

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

Midland County:

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

Montcalm County:

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

City of Alma, MI:

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

City of Big Rapids, MI:

Chief Law Enforcement Officer Date

City of Clare, MI:

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

Chairman: Governing Body Date

City of Midland, MI:

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

City of Mount Pleasant, MI:

Village of Shepherd, MI:

Chief Law Enforcement Officer Date

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

Chairman: Governing Body Date

Central Michigan University:

Ferris State University:

Chief Law Enforcement Officer Date

Chief Law Enforcement Officer Date

Chairman: Governing Body Date

Chairman: Governing Body Date

Saginaw Chippewa Indian Tribe of Michigan:

Chief Law Enforcement Officer Date

Chairman: Governing Body

Date

RESOLUTION 2014-052

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE RENEWAL OF THE CENTRAL MICHIGAN MUTUAL AID AND RECIPROCAL LAW ENFORCEMENT AGREEMENT.

WHEREAS, the City of Clare is a current signatory of the Central Michigan Mutual Aid and Reciprocal Law Enforcement Agreement; and

WHEREAS, said Agreement provides for the cooperation and assistance between all law enforcement agencies within the central geographical region of Michigan and outlines the terms and provisions of reciprocity between said law enforcement agencies; and

WHEREAS, said Agreement has expired; and

WHEREAS, the City has been asked to consider renewal of said Agreement to promote continued regional cooperation between central Michigan law enforcement agencies, thereby enhancing public safety within said region; and

WHEREAS, the City Commission has considered said request to continue as a signatory to said Agreement and determined it is unequivocally in the best interests of the City and its residents to do so.

NOW THEREFORE BE IT RESOLVED THAT, the Clare City Commission hereby approves the renewal of the Central Michigan Mutual Aid and Reciprocal Law Enforcement Agreement.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 21st day of April 2014.

Diane Lyon, City Clerk