

**NORTHERN 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*, Alcona County, Alpena County, Antrim County, Benzie County, Charlevoix County, Cheboygan County, Crawford County, Emmet County, Grand Traverse County, Kalkaska County, Leelanau County, Manistee County, Missaukee County, Montmorency County, Osceola County, Oscoda County, Otsego County, Presque Isle County, Roscommon County, Wexford County, Boyne City, Rogers City, Village of Bellaire, City of Cadillac, City of Charlevoix, City of Frankfort, Village of Kalkaska, City of Petoskey, City of Traverse City, Grand Traverse Band of Ottawa and Chippewa Indians, and Little Traverse Bay Bands of Odawa Indians (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 even 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 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 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 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.

#### VI. WITHDRAWAL OF PERSONNEL AND EQUIPMENT FROM THE EMERGENCY.

The personnel or equipment of a Responding Jurisdiction may be withdrawn at any time at the discretion of the Commanding Officer of a Responding Jurisdiction. The Responding Jurisdiction shall not have any obligation to keep its personnel or equipment in the Requesting Jurisdiction for a longer period of time that is deemed necessary by the Commanding Officer of the Responding Jurisdiction. A Responding Jurisdiction shall not be liable to a Requesting Jurisdiction for leaving the scene of any Emergency.

#### VII. COSTS OF RESPONDING.

The Jurisdictions 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 recovers the costs of responding to the Emergency from the State or Federal Government, the party legally responsible for causing 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 law. This Agreement is not intended to increase any Jurisdictions 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 statutes of the State of Michigan.

#### X. THIRD PARTY BENEFICIARIES.

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

#### XI. NON-DISCRIMINATION.

The Jurisdiction 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 marital status. Breach of this covenant may be regarded as a material breach of the Agreement.

#### 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 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 the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor 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 the Participating Jurisdiction.

#### XIV. WITHDRAWAL.

Any Jurisdiction desiring to withdraw from this Agreement shall give thirty (30) days written notice, including the reason for withdrawal. The withdrawal of any Jurisdiction from the Agreement shall not affect this Agreement with respect to the remaining Participating Jurisdictions.

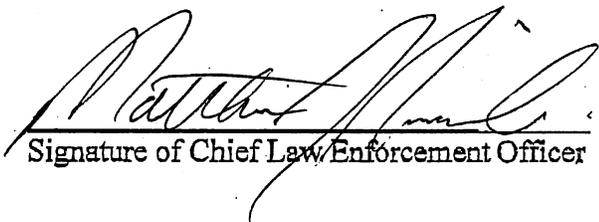
XV. TERM:

The term of this Agreement shall be four (4) years from the date of execution by all of the above-mentioned Participating Jurisdictions. Therefore, this Agreement shall continue in effect for successive 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 unless in writing and signed by all Participating Jurisdictions.

IN WITNESS WHEREOF, the following have executed this Agreement in counterparts on the dates indicated below.

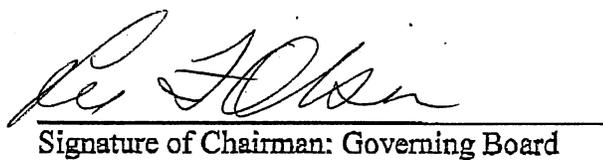
  
Signature of Chief Law Enforcement Officer

Sheriff  
Title

01-16-2013  
Date

Matthew J. Nowicki  
Printed Name of Chief Law Enforcement Officer

Otsego County  
Agency

  
Signature of Chairman: Governing Board

1-17-13  
Date

Lee Olsen  
Printed Name of Chairman: Governing Board

Otsego County Board of Commissioners

Renewal 2012  
Rev./ 06