



CITY of NOVI CITY COUNCIL

**Agenda Item G
June 27, 2016**

SUBJECT: Oakland County Law Enforcement Mutual Aid Agreement

SUBMITTING DEPARTMENT: Public Safety *DEM*

CITY MANAGER APPROVAL: *PA*

BACKGROUND INFORMATION:

On November 7, 1988, the City of Novi passed a resolution of participation in the Oakland County Law Enforcement Mutual Aid Agreement. The agreement remains in effect and for nearly 28 years has proven effective in dealing with incidents such as large house parties, newspaper strikes and crowd control during large sales events in our mall district.

Recently, the Oakland County Association of Chiefs of Police updated the agreement to include contemporary emergency management practices such as Incident Command System, National Incident Management System and Unified Command.

The Mutual Police Assistance Agreements Act, 1967 PA 236, MCL 123.811, et. seq., as amended, the Urban Cooperation Act, 1967 PA 7 (Ex Sess), MCL 124.501 et seq., as amended, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 et seq., as amended, provide that communities may enter into agreements to provide mutual police assistance to each other in case of emergencies, and for certain standards to be included in such agreements; and The agreement was reviewed by David W. Gillam of Johnson, Rosati, Schultz and Joppich, P.C. and no issues were noted.

It is anticipated the governing bodies of all law enforcement agencies in Oakland County including colleges and universities will participate in the mutual aid agreement.

RECOMMENDED ACTION:

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

**RESOLUTION OF PARTICIPATION IN THE OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT DATED JUNE 27, 2016**

WHEREAS: The City of Novi acknowledges that emergencies requiring a large number of trained public safety personnel and specialized emergency equipment sometimes exceed the ability of any community to cope effectively with them; and

WHEREAS: the Mutual Police Assistance Agreements Act, 1967 PA 236, MCL 123.811, *et. seq.*, as amended, the Urban Cooperation Act, 1967 PA 7 (Ex Sess), MCL 124.501 *et seq.*, as amended, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 *et seq.*, as amended, provide that communities may enter into agreements to provide mutual police assistance to each other in case of emergencies, and for certain standards to be included in such agreements; and

WHEREAS: the Oakland Chiefs of Police Association wishes to replace the Oakland County Law Enforcement Mutual Aid Agreement Dated June 1988 and make the benefits of such an agreement available to all Oakland County communities, including local community colleges and public universities that have a campus and public safety department in Oakland County; and

WHEREAS: The Oakland County Chiefs of Police Association has adopted the Oakland County Law Enforcement Mutual Aid Agreement dated May 11, 2016 and recommends that all Oakland County communities agree to participate therein;

HOW THEREFORE BE IT RESOLVED: That the City of Novi on the date below does hereby agree to participate in the **OAKLAND COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT DATED May 11, 2016** and to give effect to its provisions to the best of its ability. An original of this Resolution shall be sent to the President of the Association.

Date

Chief Executive Officer

Community Clerk

New Agreement

May 11, 2016

**OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT**

For the general purpose of rendering mutual aid in law enforcement protection, pursuant to the Mutual Police Assistance Agreements Act, 1967 PA 236, MCL 123.811, *et seq.*, as amended, and pursuant to the Urban Cooperation Act, 1967 PA 7 (Ex Sess), MCL 124.501 *et seq.*, as amended, the Intergovernmental Transfers of Functions and Responsibilities Act, 1967 PA 8 (Ex Sess), MCL 124.531 *et seq.*, as amended, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1 *et seq.*, as amended, the local units of government within Oakland County which have passed resolutions pursuant to Section 14 of this agreement ("Section 14") hereby enter into this amended agreement ("Agreement") for mutual aid upon the following terms and conditions:

1. Definitions

- A. "Community" shall mean a county, township, city, village, community college, or public university or institution of higher education, which (i) is located within, or has a campus building located within, the geographic boundaries of Oakland County, (ii) has a department of police or public safety or similar unit that employs, or contracts for the services of, peace officers and/or public safety officers, located within the geographic boundaries of Oakland County, and (iii) participates in this Agreement pursuant to Section 14.
- B. "Police Officer" shall mean a peace officer or public safety officer having jurisdiction in the Community by which he or she is employed.
- C. "Commanding Officer" shall mean the highest ranking Police Officer on duty in the Community or his designee, who has the responsibility for directing the police or public safety department at the time of an Emergency.
- D. "Disaster" shall mean an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited, to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, any incident to which the National Incident Management System ("NIMS") may be applicable, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorder.

- E. "Emergency" shall mean circumstances that pose an immediate risk to health, life, property, or the environment, which requires man-power or equipment additional to that available to the Requesting Community at the time of the Emergency and/or other instances where an officer or community safety require additional resources.
- F. "Requesting Community" shall mean the Community in which an Emergency or Disaster exists and which requests aid pursuant to this Agreement.
- G. "Responding Community" shall mean the Community which sends personnel and/or equipment to a Requesting Community pursuant to this Agreement.
- H. "Incident Command System" shall mean the systemic tool used for the command, control, and coordination of emergency response as defined pursuant to NIMS.
- I. "Unified Command" shall mean the structure defined pursuant to the Incident Command System and NIMS that brings together the Commanding Officers and highest ranking officers of all other major organizations involved in an incident in order to coordinate an effective response while at the same time carrying out their own jurisdictional responsibilities.

2. Determination and Declaration of a Disaster, an Emergency, or Both

The Commanding Officer shall be responsible for determining and declaring that a Disaster, an Emergency, or both, exists in his or her Community.

3. Request for Assistance

Upon determining and declaring that a Disaster or an Emergency exists, the Commanding Officer of the Requesting Community may make a request for aid to the Commanding Officer of the Responding Community.

4. Response to Request

The Commanding Officer of the Responding Community may make available to the Commanding Officer of the Requesting Community such Police Officers and other appropriate personnel and equipment as are available to meet the needs of the Disaster and/or Emergency. The Commanding Officer of the Responding Community may decline the request for aid. No party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.

5. Use of Auxiliary or Reserve Police or Public Safety Officers

A Responding Community may send auxiliary or reserve police or public safety officer(s) when the Requesting Community approves their use, provided that such auxiliary or reserve officers act under the direction of regularly employed officers of the Responding Community.

Auxiliary or reserve police or public safety officers assigned by a Responding Community shall be considered regularly employed officers of the Responding Community for purposes of determining the application of Section 8, Indemnity.

6. Direction at the Scene of a Disaster and/or Emergency

The person in charge of operations at the scene of a Disaster and/or Emergency shall be the Commanding Officer of the Requesting Community, who shall follow and adhere to the Incident Command System and the establishment of a Unified Command, as applicable. Generally, all personnel and equipment of a Responding Community shall be under the control and direction of the Commanding Officer of the Requesting Community upon arriving at the scene of the Disaster and/or Emergency. While working under the direction of the Commanding Officer of the Requesting Community, all personnel shall only be required to respond to lawful orders. At all times, the personnel of the Responding Community shall remain employees of their respective agency and shall adhere to the policies and procedures of their own employer. All directions for the use of the personnel and equipment of a Responding Community shall be made through the Commanding Officer of the Responding Community, whenever possible.

7. Withdrawal of Personnel and Equipment

The personnel and equipment of a Responding Community may be withdrawn at any time in the discretion of the Commanding Officer of the Responding Community. The Commanding Officer of the Requesting Community shall be notified of the withdrawal whenever possible. The Responding Community shall not have any obligation to keep its personnel or equipment in the Requesting Community for a longer period of time than is deemed necessary by the Commanding Officer of the Responding Community. A Responding Community shall not be liable to a Requesting Community for leaving the scene of a Disaster and/or Emergency.

8. Indemnity

A. The Requesting Community shall, to the extent permitted by law, indemnify and save the Responding Community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts and omissions of personnel of the Responding Community

which are specifically ordered or directed by the Commanding Officer of the Requesting Community.

- B. Except as provided in Sections 4 and 7, the Responding Community shall, to the extent permitted by law, indemnify and save the Requesting Community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the Responding Community which are not specifically directed or ordered by the Commanding Officer of the Requesting Community.

9. Indemnity in Joint Training Programs

Each Community shall, to the extent permitted by law, indemnify and save all other Communities harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the indemnifying Community during joint training programs for emergency operations, such as those joint training programs organized by the Oakland County Law Enforcement Tactical Response Coordinating Group ("OakTAC").

10. Insurance

Each Community shall maintain appropriate liability insurance and workers compensation insurance, including employers' liability coverage, in accordance with all applicable laws.

11. Employee Benefits

Each Community is responsible for the salaries, workers' compensation, retirement and other fringe benefits of its employees responding to a mutual aid request.

12. Costs of Equipment and Supplies

Costs of equipment and supplies used while giving assistance will be borne by the Community providing the equipment and supplies. Each Community shall also be responsible, regardless of fault, for repairing or replacing any damage to the vehicles and/or equipment that Community provides that occurs while providing assistance pursuant to this Agreement.

13. Federal or State Reimbursement for Emergency Works Funds.

The Requesting Community in an Emergency, when making application for federal or state funds for reimbursement of the cost of the emergency operations, shall apply for such funds for Responding Communities. Each Community will maintain appropriate records to support such applications.

14. Community Participation in This Agreement

Any community that meets the criteria included in Section 1(A)(i)-(ii) of this Agreement may apply to participate in this Agreement by making application to the Oakland County Association of Police Chiefs ("Association"). The Association may approve the application by the affirmative vote of a majority of active voting members, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting. After Association approval, the Community will become a party to the Agreement when (i) its official elected body has approved a resolution of participation, (ii) a copy of that resolution of participation has been sent to the Association and (iii) the Association has received a true copy that resolution.

15. Withdrawal from Agreement

A Community may withdraw from its participation in this Agreement for any reason at any time upon thirty (30) days written notice to the Association and all other Communities.

16. Term

The term of this Agreement shall be ten (10) years from the date of its approval by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The term shall automatically renew for additional ten (10) year periods following the initial ten (10) year term unless terminated by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association.

17. Effective Date of this Agreement

This Agreement is effective upon approval by the affirmative vote of the majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association, and, is effective as to a specific Community upon the Association's receipt of a true copy of a resolution approving that Community's participation from that Community's governing body.

18. Amendment

This Agreement may only be amended upon the affirmative vote of a majority of active voting members of the Association, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting by resolution of the Association. The Association shall provide notice of any such amendment to each Community by sending written notice, including a copy of the amended

Agreement, via first class mail to the highest ranking Police Officer of each Community within five (5) business days of each such amendment.

19. Survival

A Community's indemnity obligations shall survive any termination of this Agreement or the Community's withdrawal, with respect to liability arising during the time the Community was a party to the Agreement.

20. Effect on Oakland County Law Enforcement Mutual Aid Agreement Dated June 1988

If a Community is a participant in the Oakland County Law Enforcement Mutual Aid Agreement dated June 1988 (the "Original Mutual Aid Agreement"), that Community shall send via first class mail a copy of the resolution approving its participation in this Agreement to the highest ranking Police Officer of each community that is a participant in the Original Mutual Aid Agreement at the same time that Community sends a copy of the resolution approving its participation in this Agreement to the Association pursuant to this Section 14. The Original Mutual Aid Agreement shall automatically terminate effective thirty (30) days after the first time notice is sent by a Community to each community participating in the Original Mutual Aid Agreement pursuant to this Section 20.

21. Effect on Other Existing Agreements

With the exception of Section 20 of this Agreement, this Agreement shall not affect the terms of any other Agreement entered into by any Community with respect to mutual aid or emergency management services.



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331

Phone: 248.489.4100 | Fax: 248.489.1726

David W. Gillam
dgillam@jrsjlaw.com

www.jrsjlaw.com

April 28, 2016

David Molloy
Director of Public Safety/Chief of Police
City of Novi
45125 Ten Mile Road
Novi, MI 48375

Dear Director Molloy:

At your request, we have reviewed the Oakland County Law Enforcement Mutual Aid Agreement and accompanying Resolution of Participation that have been proposed by the Oakland County Association of Chiefs of Police. Both the Agreement and the Resolution are acceptable as to form.

If you have any questions about either document, please contact our office at your convenience.

Very truly yours,

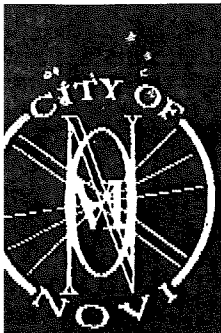
JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

David W. Gillam

cc: Sgt. K. Rhea, Novi Police Department
Thomas R. Schultz, City Attorney

1988

Agreement



CITY OF NOVI

45175 west ten mile road · novi, michigan 48050 · phone: (313) 349-4300

November 30, 1988

Frank Lauhoff, President
Oakland County Chiefs of Police Association
23600 Liberty Street
Farmington, Michigan, 48024

Dear Chief Lauhoff:

Enclosed is an executed copy of the Resolution of Participation in the Oakland County Law Enforcement Mutual Aid Agreement which was approved by the City Council on November 7, 1988.

Best regards,

Geraldine Stipp,
City Clerk

cc: Craig Klaver, Assistant City Manager
Lee BeGole, Chief of Police

CITY COUNCIL

- Mayor: Thew C. Quinn
- Pro-Tem: Ward R. Leiningel
- City C. Coverl
- Th D Crawford
- Tha L. Hoyer
- eph G. Tath
- uid A. Watson
- Manager
- ard F. Kriewall, Jr
- Clerk

September, 1988

**OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT**

For the general purpose of rendering mutual aid in Law Enforcement protection, pursuant to Public Act No. 236 of 1967, MCLA 123.811, et. seq., the local units of government within Oakland County which have passed resolutions pursuant to Sec. 13 of this agreement hereby enter into an agreement for mutual aid upon the following terms and conditions:

1. Definitions

- A. "Community" shall mean a county, township, city or village.
- B. "Police Officer" shall mean a peace officer having jurisdiction in the community by which he or she is employed.
- C. "Commanding Officer" shall mean the highest ranking police officer on duty in the community or his designee, who has the responsibility for directing the police department at the time of an emergency.
- D. "Emergency" shall mean a combination of circumstances requiring immediate action which requires man-power or equipment additional to that available to the requesting community at the time of the emergency.
- E. "Requesting Community" shall mean the community in which an emergency exists and who requests aid pursuant to this Agreement.
- F. "Responding Community" shall mean the community which sends personnel and/or equipment to a requesting community pursuant to this Agreement.

2. Determination and Declaration of Emergency

The Commanding Officer shall be responsible for determining and declaring that an emergency exists in his or her community.

3. Request for Assistance

Commanding Officer of the requesting community may make a request for aid to the Commanding Officer of the responding community.

4. Response to Request

The Commanding Officer of the responding community may make available to the Commanding Officer of the requesting community such police officers and unsworn employees and equipment as are available to meet the needs of the emergency. The Commanding Officer of the responding community may decline the request for aid. Neither party to this Agreement shall be liable for a failure to respond to a request for assistance for any reason.

5. Use of Auxiliary or Reserve Police or Public Safety Officers

A responding community may send auxiliary or reserve police or public safety officer when the requesting department approves their use, provided that such auxiliary or reserve officers act under the direction of regularly employed officers of the responding community.

Auxiliary or reserve police or public safety officers assigned by a responding community shall be considered regularly employed officers of the responding community for purposes of determining the application of Section 8, Indemnity.

6. Direction at the Scene of Emergency

The person in charge of operations at the scene of an emergency shall be the Commanding Officer of the requesting community. All personnel and equipment of a responding community shall be under the control and direction of the Commanding Officer of the requesting community upon arriving at the scene of the emergency. All directions for the use of responding personnel and equipment shall be made through the highest ranking officer of the responding unit, whenever possible.

7. Withdrawal of Personnel and Equipment

The personnel and equipment of a responding community may be withdrawn at any time in the discretion of the Commanding Officer of a responding community. The Commanding Officer of the requesting community shall be notified of the withdrawal whenever possible. The responding community shall not have any obligation to keep its personnel or equipment in the requesting community for a longer period of time than is deemed necessary by the Commanding Officer of the responding community. A responding community shall not be liable to a requesting community for leaving the scene of an emergency.

8. Indemnity

- A. The requesting community shall indemnify and save the responding community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts and omissions of personnel of the responding community which are specifically ordered or directed by the Commanding Officer of the requesting community.
- B. The responding community shall indemnify and save the requesting community harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of the responding community which are not specifically directed or ordered by the Commanding Officer of the requesting community.

9. Indemnity in Joint Training Programs

Each community entering this Agreement shall indemnify and save all other participating communities harmless from all claims, demands, costs or damages (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of the acts or omissions of personnel of that community during joint training programs for emergency operations.

10. Employee Benefits

Each community in this Agreement shall 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 community.

11. Costs of Equipment and Supplies

Costs of equipment and supplies used while giving assistance will be borne by the community owning the equipment and supplies.

12. Federal or State Reimbursement for Emergency Works Funds

The requesting community in an emergency, when making application for federal or state funds for reimbursement of the cost of the emergency operations, shall apply for such funds for responding communities. Each community will maintain appropriate records to support such applications.

13. Community Participation in This Agreement

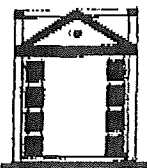
A community may participate in this Agreement by making application to the Oakland County Association of Police Chiefs. That Association may approve the application by the affirmative vote of twenty-two (22) active voting members, excluding the Michigan State Police and prosecutor and their designees, at a regular business meeting. After Association approval, the community will become a party to the Agreement when its official elected body has approved a resolution of participation and has sent a true copy to the Association.

14. Termination

This Agreement may be terminated by any party to this Agreement by providing the other parties of this Agreement with written notice thirty (30) days prior to the time the party wishes to withdraw its service from the Law Enforcement Mutual Aid Agreement.

15. Rescission of Existing Agreement

The adoption of this Agreement rescinds any existing reciprocal or mutual aid agreements between the adopting community and any other communities which have adopted this Agreement.



GRM

Craig Klaver, Assistant City Manager
City of Novi
45175 W. Ten Mile
Novi, MI 48050

September 26, 1988

Dear Mr. Klaver,

Recently your City Manager received a Mutual Aid Pact which was reviewed by the Oakland County Chiefs of Police Association as well as the Michigan Municipal Risk Management Authority's Legal Counsel, Chris Johnson. The Oakland County Chiefs are asking that all departments in the County enter the pact.

GOVERNMENTAL

RISK

MANAGERS

INC.

Mutual Aid agreements are an important risk management tool in assigning responsibility, control and liability. Governmental Risk Managers has consistently recommended these agreements to all member Law Enforcement agencies.

The purpose of my letter is to ask that you personally verify that your Chief and appropriate officials review this document for membership.

Should you have any questions, I will be glad to answer them for you.

Sincerely,

Donald J Walter
Risk Control Department Manager

DJW:sh

47659 HALLYARD DRIVE

WALCOTT, MICHIGAN 48170

313-455-2110

FAX 313-455-3173

**RESOLUTION OF PARTICIPATION IN THE OAKLAND COUNTY
LAW ENFORCEMENT MUTUAL AID AGREEMENT**

WHEREAS: The City of Novi acknowledges that emergencies
(Name of Community)
requiring a large number of trained public safety personnel and
specialized emergency equipment sometimes exceed the ability of any
community to cope effectively with them; and

WHEREAS: Public Act 236 of 1967 provides that communities may enter into
agreements to provide mutual police assistance to each other in case of
emergencies, and for certain standards to be included in such agreements;
and

WHEREAS: Eighteen communities in South Oakland County have been working
under such an agreement for over twenty-five years and have found that
it provides an effective tool for emergency planning and risk management;
and

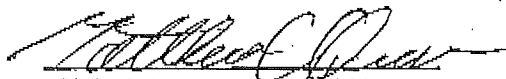
WHEREAS: The recently organized Oakland Chiefs of Police Association
wishes to make the benefits of such an agreement available to all Oakland
County communities and to that end has spent over one year in developing
such an agreement to include the best known Michigan practices in risk
management and to meet the statutory standards; and

WHEREAS: The Oakland County Chiefs of Police Association has adopted
the September, 1988 draft of the Oakland County Law Enforcement Mutual
Aid Agreement as its standard and recommends that all Oakland County
communities agree to participate therein;

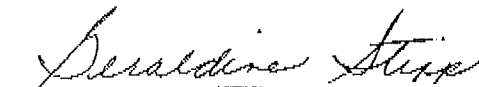
NOW THEREFORE BE IT RESOLVED: That the City of Novi on
(Name of Community)
the date below does hereby agree to participate in the September, 1988
OAKLAND COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT and to give effect
to its provisions to the best of its ability. An original of this
Resolution shall be sent to the President of the Association.

November 7, 1988

Date



Chief Executive Officer



Community Clerk

NOVI POLICE DEPARTMENT

interoffice MEMORANDUM

to: Sgt. Tim McNamara
from: Evie Lewis, Exe. Sec. *EL*
re: Mutual Aid Agreement
date: April 13, 1994

I spoke with Gerry Stipp today and requested the names of the departments involved in the Oakland County Law Enforcement Mutual Aid Agreement. The following is a list of the departments that she has copies of mutual aid agreements for:

Royal Oak	Huntington Woods
Southfield	Keego Harbor
Silvan Lake	Lake Orion
Walled Lake	Madison Heights
Wixom	Milford
Ferndale	Northville
Franklin	Oak Park
Hazel Park	Orchard Lake Village
Holly	Pleasant Ridge
Clawson	Rochester
Farmington	
Farmington Hills	
Oxford	
Lathrup Village	
Waterford	
Birmingham	
West Bloomfield	
White Lake	
Wolverine Lake	
Auburn Hills	
Berkley	
Beverly Hills	

I have requested that she send me copies of these agreement. She will forward these to me sometime in the near future.

cc: Capt. Rasmussen; Lt. Butler