

Resolution 25-05
**MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
BETWEEN THE
SANILAC COUNTY SHERIFF'S OFFICE
AND THE
CITY OF BROWN CITY POLICE DEPARTMENT**

SECTION 1: PURPOSE AND AUTHORITY:

This agreement is made for the general purpose of providing mutual assistance in law enforcement protection, pursuant to Public Act 236 of 1967 (MCL 123.811 et seq.), which authorizes municipalities and counties to enter into cooperative agreements for the sharing of law enforcement resources.

The agencies entering into this agreement recognize that certain emergent incidents, specialized law enforcement needs, large-scale public events, or disasters may exceed the capabilities of a single law enforcement entity and require assistance from the other agency to effectively protect life, property, and public order.

SECTION 2: DEFINITIONS

- A. Senior Officer: The highest-ranking on-duty law enforcement officer within the agency who has the authority to request or approve a response under this agreement.
- B. Special Law Enforcement Need: A situation requiring additional law enforcement resources beyond the immediate capability of the requesting agency, including but not limited to natural disasters, civil disturbances, barricaded suspects, mass casualty events, large-scale public gatherings, or specialized tactical operations.
- C. Requesting Agency: The law enforcement agency seeking assistance under this agreement.
- D. Responding Agency: The law enforcement agency providing personnel and/or equipment under this agreement.
- E. Unified Incident Command: A command structure established during joint incidents to ensure coordination, communication, and unified leadership in responding to a special law enforcement need.
- F. Emergent Need: A sudden, unforeseen law enforcement situation that requires immediate intervention to prevent loss of life, injury, or significant property damage.

SECTION 3: PROCEDURES FOR REQUESTING ASSISTANCE

- A. A Senior Officer of the Requesting Agency shall determine when additional law enforcement resources are needed and initiate a formal request for assistance.
- B. Requests for assistance may be communicated via radio, telephone, email, or through Central Dispatch, and must include:
 - 1. A description of the incident requiring assistance.
 - 2. The type and number of personnel or specialized units needed.
 - 3. The designated response location and staging area details.
 - 4. Communication protocols for coordinating the response.

- C. Central Dispatch Authority in Emergencies: In situations where an officer is unable to respond to the radio, is in distress, or an emergent need arises and the requesting agency is unable to make the request, Central Dispatch is authorized to contact participating agencies directly to dispatch mutual aid resources. Central Dispatch shall relay all known details of the situation, including location, nature of the incident, and any immediate threats to officer safety or public safety.

SECTION 4: RESPONSE TO REQUESTS

- A. The responding Agency shall determine whether it has available resources to fulfill the request without jeopardizing its own jurisdiction's safety.
- B. The Senior Officer of the Responding Agency shall have sole discretion in deciding the nature and extent of its response.
- C. If assistance is provided, the Responding Agency shall notify the Requesting Agency of the type and number of personnel and equipment deployed.
- D. A Responding Agency may decline a request for assistance without liability.

SECTION 5: COMMAND & CONTROL

- A. The person-in-charge of general direction of law enforcement operations at the scene of special law enforcement need shall be the Senior Officer of the requesting agency.
- B. Dependent upon the duration, magnitude, or nature of the special law enforcement need incident, a unified incident command may be established by the Senior Officer of the requesting agency. Representatives of each of the responding agencies will participate in the unified command, providing expertise, information and intelligence, and input to decision-making.
- C. However, all personnel and equipment of a responding agency shall remain under the direction of the Senior Officer of that responding agency throughout the special law enforcement need response, except as may be otherwise agreed by the Senior Officer to meet the specific requirements of the special law enforcement need incident and response.

SECTION 6: WITHDRAWAL OF PERSONNEL & EQUIPMENT

- A. The personnel and equipment from a responding agency will be released and returned for duty in its own jurisdiction as soon as the special law enforcement need is concluded or comes within the capability of the requesting agency to satisfactorily handle it within its own resources.
- B. Notwithstanding subparagraph "A" above, the personnel, equipment, aid and assistance of a responding agency may be withdrawn at any time, without liability, in the sole discretion of the Senior Officer of the responding party. However, such a withdrawal should only occur after notification of the Senior Officer of the requesting agency and a reasonable opportunity to make other accommodations.
- C. It is mutually understood and agreed that this Agreement does not relieve any of the participating agencies hereto from providing law enforcement protection within their own jurisdictions.

SECTION 7: CRITIQUE & EVALUATION

Within thirty (30) days of a request for assistance as defined within this Agreement, the chief law enforcement officer of either the requesting or a responding agency may request a meeting to discuss and evaluate the effectiveness of the response.

SECTION 8: LIABILITY

- A. It is the intent of this Agreement that each participating government entity shall bear the sole responsibility for the acts or omissions of its personnel in any activity entered into pursuant to this Agreement, including, but not limited to, providing a response to an emergent need or to a special law enforcement need.
- B. 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.
- C. Indemnity in Joint Training: Each Party to this Agreement shall release, indemnify and hold harmless the other Parties, from and against all claims, demands, costs or damages (including attorney's fees) for bodily injury, including death, or property damage to any person, participant or entity arising out of the acts or omissions of participants and/or personnel of the Party conducting any joint training programs or exercise (unless the Party conducting any such program or exercise was grossly negligent).

SECTION 9: COMPENSATION

- A. All costs to a responding agency related to compensation and disability payments, retirement and furlough payments; and all charges incurred for damage to or loss of equipment occurring as a result of, and pursuant to this Agreement, shall be borne by the responding agency.
- B. No party to 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.
- C. However, the requesting agency or its parent governmental entity, when seeking reimbursement of the cost for emergency operations, shall seek such funds on behalf of any responding agencies. Each agency shall maintain appropriate records to support such application.

SECTION 10: USE OF INTERVIEW ROOMS AND RECORDING EQUIPMENT

- A. The City of Brown City Police Department and the Sanilac County Sheriff may utilize available interview rooms at each other's facilities for conducting interviews, interrogations, or other official law enforcement duties.
- B. Agencies utilizing the other's interview room shall comply with the hosting agency's policies and procedures.
- C. Requests for use of interview rooms should be made in advance whenever possible to ensure availability.
- D. Any recordings made in the interview room shall comply with the Michigan Commission on Law Enforcement Standards (MCOLES) Audio and Visual Recording Standard, as required by Public Act 479 of 2012.
- E. The hosting agency shall assist in setting up and labeling the recordings, ensuring they are properly identified with the Requesting Agency's case/complaint number and labeled as a department assist.

- F. All recordings shall be retained in compliance with the Michigan Audio-Visual Recording Standard and will be securely stored. A digital link for retrieval will be provided to the Requesting Agency, allowing thirty (30) days to download the file before a new request must be submitted.
- G. If a digital link is unavailable, the hosting agency shall assist in providing a copy of the recording on an approved storage device of sufficient capacity to store the video. The requesting agency is responsible for providing the approved storage device.

SECTION 11: TERMINATION & WITHDRAWAL

Either party may withdraw from this Agreement by providing thirty (30) days written notice to the other agency.

IN WITNESS WHEREOF, This agreement is executed by the Sanilac County Sheriff and the City of Brown City Police Department, as authorized by their respective governing body of the CITY OF BROWN CITY and had adopted this Agreement by resolution on at a regular council meeting held on:

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Paul D. Rich
SHERIFF, SANILAC COUNTY

DATE

Shane McKibben, Chief of Police
BROWN CITY POLICE DEPARTMENT

DATE