

# Ingham County Mutual Police Assistance Agreement

## **Section 1. Parties and Authority**

- A. This Agreement is made and entered into by and among the County of Ingham, the Cities of Lansing, East Lansing, Williamston, Leslie and Mason, the Village of Stockbridge, Lansing Charter Township and the Charter Township of Meridian, and Michigan State University. The parties are authorized to enter into this Agreement by virtue of the provisions of the Michigan Constitution of 1963, Article VII, Section 28 and/or Article VIII, Section 5; Act 236 of the Michigan Public Acts of 1967 (Mutual Police Assistance Agreements); Act 278 of the Michigan Public Acts of 1909 (Home Rule Village Act); Act 279 of the Michigan Public Acts of 1909 (Home Rule City Act); Act 7 of the Public Acts of 1967 (the Urban Cooperation Act, MCL 124.502 et seq.); Act 120 of 1990 (Public Safety Officers Act); the Intergovernmental Contracts Act, MCL 124.1 et seq.; and the respective charters of the parties.
- B. It is mutually understood and agreed that each of the parties and their officers, agents and employees, in carrying out this Agreement, are engaged in a governmental function as provided for in Act 170 of the Michigan Public Acts of 1964, as amended and are acting pursuant to these statutes, and are thus entitled to all immunities under Michigan law.
- C. It is agreed by the parties that Michigan Commission on Law Enforcement Standards (MCOLES) certified police officers (under MCL 28. 609) in the employ of each of parties shall, during on-duty hours and when carrying out this Agreement, have the same state law enforcement authority, powers, duties, privileges and immunities as are conferred upon them as police officers in their own jurisdiction, in the jurisdiction of each of the parties when acting on an emergent need or special police need. An emergent need shall not require a request for aid pursuant to Section 4.
- D. Written procedure for responding to specific types of emergent needs and special police needs will be developed as needed and included as addenda to this Agreement. Adoption of these procedures shall not require a municipal resolution and instead, shall become effective with the signature of the chief law enforcement officers of the parties.

## **Section 2. Purpose of the Agreement**

The parties to this agreement are located in proximity to each other in the County of Ingham. The parties recognize the mutual advantage and benefit in rendering to each other supplemental police protection in the event of an emergent need, or a special police need of the magnitude that has developed, appears to be developing, or is anticipated, where the special police need is beyond the capabilities of a single police department and therefore requires the assistance of one or more of the

## **Section 3. Definitions**

- A. "Senior Officer" shall mean the highest ranking on-duty police officer in the governmental unit who has the authority and the responsibility for directing the law enforcement agency of one of the parties at the time of a special police need, and with the actual authority to approve a request OT response pursuant to this Agreement.

- B. "Special Police Need" shall mean the circumstance or a combination of circumstances requiring a response or action for which additional police resources are needed for public safety or which are beyond the immediate and available capability of the requesting party. Examples include, but are not limited to, assistance by a specialized unit or capability (e.g., canine, bomb disposal, etc.), assistance to respond to an urgent or emergency incident such as a crime or disorder, a special event (e.g., parade, dignitary protection visit, sporting event, etc.), a joint task force or collaborative investigation (e.g., involving on-going investigation of a specific crime event, group of related crimes, or a specialized type of crime), disaster (e.g., tornado, ice storm, etc.), or critical incident of extended duration (e.g., civil disorder OT riot, barricaded suspect, etc.).
- C. "Requesting Agency" shall mean the law enforcement agency of the governmental entity in which a special police need exists and who requests aid pursuant to this Agreement.
- D. "Responding Agency" shall mean the law enforcement agency of the governmental entity which sends personnel and/or equipment to a requesting agency pursuant to this Agreement.
- E. "Unified Incident Command" shall mean the command structure for a special police need, involving representatives from the requesting and all responding agencies.
- F. "Emergent Need" shall mean any situation which an on-duty officer reasonably believes may be a threat to public safety.

#### **Section 4. Request for Assistance**

- A. The Senior Officer of the requesting agency shall be responsible for determining and declaring that a special police need exists within the municipality.
- B. Upon such a determination, the Senior Officer of the requesting agency shall make a request for aid to the Senior Officer of the participating agencies that possess the apparent resources to respond.
- C. A request for assistance may be transmitted in person, by electronic mail, telephone, radio, or through the appropriate communications center or dispatch center. The request shall specify the nature of the special police need, type of response requested, location and safe route(s) to the scene of the incident and staging area, and communications, i.e., radio frequencies, telephone numbers, etc.

#### **Section 5. Response to Request**

- A. The Senior Officer of the responding agency must evaluate each request and determine, within his/her sole discretion, whether assistance may be provided.
- B. If the request is granted, the nature and extent of the response shall be determined in the sole discretion of the Senior Officer of the responding agency. In that event, the responding agency shall immediately inform the requesting agency of the nature and extent of the response and shall immediately make available such personnel, equipment, aid or assistance as is requested and available to meet the special police need without jeopardizing the safety of the responding agency's jurisdiction.

- C. The Senior Officer of the responding agency may decline the request for aid in his/her sole discretion. In that event, the Senior Officer of the responding party shall immediately notify the requesting party that the request has been declined.
- D. No party to this Agreement shall be liable for declining to respond to an emergent need or a request for assistance to a special police need.

### **Section 6. Command and Control**

- A. The person in charge of general direction of police operations at the scene of a special police need shall be the Senior Officer of the requesting agency.
- B. Dependent upon the duration, magnitude, or nature of the special police 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 police need response, except as may be otherwise agreed by the Senior Officer to meet the specific requirements of the special police need incident and response.

### **Section 7. Withdrawal of Personnel and 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 police 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 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 police protection within their own jurisdictions.

### **Section 8. Critique and 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 9. 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 all activity entered into pursuant to this Agreement, including, but not limited to, providing a response to an emergent need or to a special police need.

- B. Nothing contained herein shall be intended to provide third party beneficiary rights to all 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.

### Section 10. 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. 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 11. Termination

An agency may withdraw from this Agreement by providing the chief law enforcement officer of the other agencies with written notice of its intent to withdraw no less than thirty (30) days prior to the date the agency will cease to participate in this Agreement.

### Section 12. Approval by Participants

Other municipal corporations and government entities may be added to this Agreement upon ratification of the legislative bodies of all current parties and exchange of resolutions.

### Section 13. Acceptance and Execution


IN WITNESS WHEREOF, the parties have executed this Agreement, as authorized by these respective governing bodies, April, 2019.

COUNTY OF INGHAM

By:

  
Chairperson Bryan Crenshaw  
Ingham County Board of Commissioners


By:

  
Scott Wriggelsworth  
Ingham County Sheriff


Attest:

  
Barb Byrum, Ingham County Clerk

**CITY OF LANSING (A Michigan Municipal Corporation)**


By:   
Mayor Andy Schor

Attest:   
Christopher Swope, City Clerk

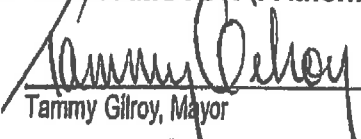
By:  940 7-10-19  
Chief Mike Yankowski, Lansing Police Department


**CITY OF EAST LANSING (A Michigan Municipal Corporation)**

By:   
City Manager, George Lahanas

Attest:   
Jennifer Shurts, City Clerk

**CITY OF WILLIAMSTON (A Michigan Municipal Corporation)**

By:   
Tammy Gilroy, Mayor

Attest:   
Holly Thompson, City Clerk

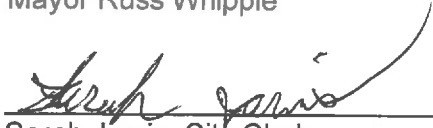
**CITY OF LESLIE**

By:   
Susan Montenegro, City Manager

Attest:   
Chelsea Cox, City Clerk

**CITY OF MASON (A Michigan Municipal Corporation)**

By:   
Mayor Russ Whipple

Attest:   
Sarah Jarvis, City Clerk

**VILLAGE OF STOCKBRIDGE (A Michigan Municipal Corporation)**

By:   
Molly Howlett, Stockbridge Village Council President

Attest:   
Debbie Nogle, Village Clerk

**LANSING CHARTER TOWNSHIP (A Michigan Municipal Corporation)**

By:   
Diontrae Hayes, Township Supervisor


Attest:   
Susan Aten, Township Clerk

**CHARTER TOWNSHIP OF MERIDIAN (A Michigan Municipal Corporation)**

By:   
Frank Walsh, Township Manager

Attest:   
Brett Dreyfus, Township Clerk

**MICHIGAN STATE UNIVERSITY**

By:   
Satish Udpa, President

By:   
Kelly A. Rousebush, Chief of Police

**CITY OF LANSING**

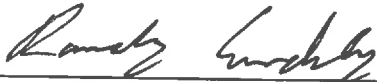
Approved as to form:



RECEIVED BY 11/10/10  
CITY OF LANSING

\_\_\_\_\_  
City Attorney

I hereby certify that the funds are available.



\_\_\_\_\_  
Finance Director and City Controller

**COUNTY OF INGHAM**

Approved for entry by County of Ingham, Cohl, Stoker & Toskey, P.C.



\_\_\_\_\_  
Timothy M. Perrone, Attorney at Law

Clerk File # 1511-19  
Res. 14-243 /Short /O

Filed per Contract Policy on

JUL 18 2019



Ingham County Clerk Barb Byrum



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ASSOCIATES  
GORDON J. LOVE  
COURTNEY A. GABBARA  
SARAH K. OSBURN  
OF COUNSEL  
RICHARD D. McNULTY

June 28, 2019

Andrew Bouck, Undersheriff  
Ingham County Sheriff's Office  
630 N. Cedar Street  
Mason, MI 48854

*Sent Via E-Mail*

Re: Ingham County Mutual Police Assistance Agreement

Dear Undersheriff Bouck:

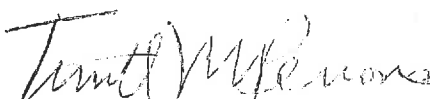
Attached is an approved copy of the Ingham County Mutual Police Assistance Agreement to be entered into between the Sheriff, the County, and the other governmental entities and police agencies in Ingham County. This Agreement is the same as the existing Agreement, updated to reflect new signatories for the various agencies. This agreement was approved by the County Board of Commissioners in Resolution #19-288 (copy attached).

If this Agreement is satisfactory, please print copies and obtain the signatures necessary for their execution. Please email a fully signed copy of the attached Agreement to my office for insertion into our electronic file. In compliance with Resolution No. 19-169 passed April 30, 2019, all Agreements must be executed in accordance with the County's Contract Procedures.

If you have any questions with regard to the attached Agreement, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.

  
Timothy M. Perrone

TMP/gmk  
Enclosures

cc: Sheriff Scott Wriggelsworth

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Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN “INGHAM COUNTY MUTUAL POLICE  
ASSISTANCE AGREEMENT”

RESOLUTION # 19 – 288

WHEREAS, the Ingham County Sheriff’s Office has entered into numerous mutual aid agreements with various municipalities in Ingham County; and

WHEREAS, the Ingham County Sheriff’s Office wishes to continue mutual aid agreements with all police agencies in Ingham County; and

WHEREAS, the County Attorney has reviewed and approved the “Ingham County Mutual Police Assistance Agreement”, which provides for mutual aid between all local law enforcement agencies in Ingham County; and

WHEREAS, the Ingham County Mutual Police Assistance Agreement provides for regional cooperation amongst law enforcement agencies.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the Ingham County Mutual Police Assistance Agreement.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chair to sign any necessary contract documents that are consistent with this resolution and approved as to form by the County Attorney.

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac  
**Nays:** None **Absent:** Schafer **Approved 06/12/2019**