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**CITY OF ROSEVILLE
29777 GRATIOT AVENUE
ROSEVILLE, MI 48066**

APPLICATION FOR ESTABLISHMENT
OF A PLANT REHABILITATION OR INDUSTRIAL DEVELOPMENT DISTRICT
P.A. 198 of 1974 as amended

FILING FEE IS \$1,000 (Non-refundable)

City Assessor: 445-5430

City Clerk: 445-5440

City Treasurer: 445-5420

Please file original and 3 copies with City Clerk

1. Applicant (Company Name): Comfort Mattress of Michigan
Address of Proposed Project: 30450 and 30500 Little Mack
Roseville, MI 48066

Address of Present Location: same as above

2. Legal description of proposed district:

Please see attached legal description, address and parcel identification

3. Do you own the property? YES XX NO _____

IF NO: Option: _____ Purchase Agreement: _____
Other: _____ (Attach copy)

4. Type of District requested: Industrial Development: XX
Plant Rehabilitation: _____

5. Description of proposed project including product proposed to be manufactured, size and general description of project:
Comfort Mattress of Michigan is expanding operations by constructing an 120 foot by 450 foot building adjacent and connecting to the current building. They are also purchasing additional machinery/equipment to provide greater production flexibility increased capacity and shorter lead times to bid on more diversified markets. The total investment is estimated to be over \$3 million when complete.

6. Give an estimates cost of the following components for the proposed project:

Land Improvements (except land):	<u>2,4000,000</u>
Building Improvements:	_____
Machinery & Equipment:	<u>649,000</u>
Furniture & Fixtures:	<u>19,500</u>

If request for district establishment is granted, itemized cost figures will be required when application for Industrial Facilities Exemption Certificate is filed.

7. Time schedule for the start and completion of the construction and equipment installation:

	<u>START DATE</u>	<u>COMPLETION DATE</u>
Building:	<u>May 1, 2012</u>	<u>February 9, 2014</u>
Equipment Installation:	<u>February 10, 2012</u>	<u>February 9, 2014</u>

8. Will items be owned or leased by the applicant?

	<u>OWNED</u>	<u>LEASED</u>
Building:	<u>XX</u>	<u> </u>
Equipment Installation:	<u>XX</u>	<u> </u>

If either item above will be leased, applicant must be responsible for the taxes in order to apply for Exemption Certificate. A complete copy of the leases will be required when application for Industrial Facilities Exemption Certificate is filed.

9. How many employees do you currently have? 76
 How many employees will you have when this project is completed? 30

10. When the project is completed what number of employees will be:

Management/Professional.....	<u>9</u>
Skilled.....	<u>38</u>
Semi-skilled.....	<u>57</u>
Unskilled.....	<u>0</u>
Office.....	<u>2</u>
 Total Estimated payrollWeekly.....	<u>\$68,000</u>

11. If this request is for a Plant Rehabilitation District, please complete the following:

Current Year S.E.V. of Personal Property..... N/A
 Current Year S.E.V. of Real Property.....
 (excluding land)

DATE: 4/23/12

NAME OF COMPANY OFFICER Jeff Van Tuyle

TITLE President

SIGNATURE 

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of P.A. 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.p

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date received by Local Unit
STC Use Only	
▶ Application number	▶ Date received by STC

APPLICANT INFORMATION

All boxes must be completed.

▶ 1a. Company Name (Applicant must be occupant/operator of the facility) Comfort Mattress of Michigan		▶ 1b. Standard Industrial Classification (SIC) Code – Sec. 2(10) (4 or 6 Digit Code) 337910 NAICS Code	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 30450 Little Mack, Roseville MI 48066		▶ 1d. City/Township/Village (Indicate which) City of Roseville	▶ 1e. County Macomb County
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec.2(9))		▶ 3a. School District where facility is located Roseville Public Schools	▶ 3b. School Code 50030
		▶ 4. Amount of years requested for exemption (1 -12 years) 12 Years	

5. Thoroughly describe the project for which exemption is sought: Real Property (Type of Improvements to Land, Building, Size of Addition); Personal Property (Explain New, Used, Transferred from Out-of-State, etc.) and Proposed Use of Facility. (Please attach additional page(s) if more room is needed).

Comfort Mattress of Michigan is a mattress manufacturer for retail trade, mainly one large customer and now additionally in the hospitality business in Michigan. The new machinery, equipment and building being purchased will provide greater production flexibility, increased capacity, shorter lead time & improved cost efficiencies making the company more competitive. This will help diversify the client base allowing the company to expand & bid on jobs for which they were not previously qualified.

6a. Cost of land and building improvements (excluding cost of land).....	▶ <u>\$2,400,000.00</u>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixture.....	▶ <u>\$668,500.00</u>
* Attach itemized listing with month, day and year of beginning of installation plus total costs	Personal Property Costs
6c. Total Project Costs.....	▶ <u>\$3,068,500.00</u>
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	May 1, 2012	February 9, 2014	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	February 10, 2012	February 9, 2014	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 76 Jobs Retained	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 30 Jobs Created
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of valuation for the entire plant rehabilitation district and obsolescence statement for property. The SEV data below must be as of December 31 of the year prior to the rehabilitation.

a. SEV of Real Property (excluding land).....	N/A
b. SEV of Personal Property (excluding inventory).....	_____
c. Total SEV.....	_____

▶ 12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) ▶ 12c. Is this application for a speculative building (Sec. 3(8))?
 Yes No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Jeff Van Tuyle	13b. Telephone Number 586-293-4000 X 1	13c. Fax Number 1-586-293-6437	13d. E-mail Address jvttkk@micomfort.com
14a. Name of Contact Person Jeff Van Tuyle	14b. Telephone Number 586-293-4000 X 1	14c. Fax Number 1-586-293-6437	14d. E-mail Address jvttkk@micomfort.com
▶ 15a. Name of Company Officer (No Authorized Agents) Jeff Van Tuyle, President			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number 1-586-293-6437	15d. Date 4/23/12
30450 Little Mack, Roseville, MI 48066		15f. Telephone Number 1-586-293-4000 X 1	14g. E-mail Address jvttkk@micomfort.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Years (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Permit for Fireworks Other Than Consumer or Low Impact
 Michigan Department of Licensing & Regulatory Affairs
 Bureau of Fire Services
 Office of the State Fire Marshal
 P.O. Box 30642
 Lansing, MI 48909
 (517) 241-8847

2012

Authority: 2011 PA 256 Compliance: Required Penalty: Misdemeanor	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this agency.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

Display Fireworks		
ISSUED TO	Wolverine Fireworks Display, Inc.	AGE (18 or over) Over 21
ADDRESS	205 W. Seidlers Rd, Kawkawlin, MI 48631	
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
ADDRESS	, , MI	
NUMBER AND TYPES OF FIREWORKS	Please see attached proposal	
		* Rain Date:
EXACT LOCATION OF PROPOSED DISPLAY		
CITY, VILLAGE, TOWNSHIP	DATE	TIME
	*	10:00 PM
BOND OR INSURANCE FILED	AMOUNT	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000,000	

Issued by action of the Legislative Body of a		
<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____	on the _____	day of _____
_____ 20____		
_____ Signature and Title of Legislative Body Representative		

* THIS FORM IS VALID FOR THE YEAR SHOWN ONLY *

Parking Space Use Agreement

This Agreement is between Macomb Community College ("College") and the City of Roseville, Michigan, (City).

WHEREAS, City is conducting a fire works event (Event) in the city of Roseville on June 23, 2012, and,

WHEREAS, City is in the need of additional overflow parking spaces for the Event, and

WHEREAS, College is willing to provide additional overflow parking for the Event for the benefit of the community, subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term shall begin Saturday June 23, 2012, at 5:30 P.M. ending 30 minutes after the conclusion of the Event.

2. Location. College shall make available for parking lots 7 and 8, (see attached map) for overflow Event Parking.

3. Use. City accepts the condition of College premises "as is" and further understands and agrees that College will not be providing any additional security for persons or property on College grounds.

4. Indemnification. To the fullest extent permitted by law, City shall indemnify, hold harmless, and defend College and its agents, employees, officers, trustees and successors (collectively, the "Indemnified Party"), from and against any and all claims, causes of action, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting in any way from City's use of College property, provided that such claim, cause of action, damages, loss or expense is attributable to bodily injury, sickness, disease or death to any person, including employees, agents or contractors of City, or to injury to or destruction of tangible property including loss of use resulting therefrom, regardless of whether or not such claim, cause of action, damages, loss or expense is caused in part by an Indemnified Party. City shall not be obligated to hold harmless, indemnify or defend an Indemnified Party if any claim, cause of action, damage, loss or

expense arises from the sole negligence or fault of an Indemnified Party. The indemnification obligations under this section shall survive the expiration or the termination of this Agreement.

5. Insurance. City shall procure and keep in effect public liability and property damage insurance, naming the College as an additional insured, and shall provide a copy of the certificate to the College no less than one (1) week prior to Event.

6. Fees. City shall pay College One Dollar (\$1.00) for use of the college property described herein.

7. Contact Persons. College contact: Steve Alton, (586) 445-7374; City contact: Tony Lipinski, 586-634-0228. Emergency Contact: College Police, (586) 445-7135.

8. Amendments. No amendments or additions to this Agreement shall be binding unless executed in writing and signed by both parties.

9. Signatures. The College and City agree to enter into this agreement with each other by electronic means. An authorized representative of College and City shall execute this agreement by signing their name, his or her title (if applicable), and the date they execute the agreement, on the lines provided for each party at the end of the agreement. The persons executing the agreement shall then email each other a copy of the executed agreement. Upon compliance with the foregoing procedure, it shall be conclusively presumed that the person whose name is typed on the agreement executed the agreement and that such person was authorized to execute the agreement. College and City agree that electronic execution and delivery as provided above shall have the same force and effect as delivery of an original document with original signatures.

10. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

The parties hereto have executed this Agreement as follows:

CITY OF ROSEVILLE

Roseville Parks and Recreation Dept.
18185 Sycamore, Roseville, MI 48006

By: _____

Its:

Date: _____

MACOMB COMMUNITY COLLEGE

14500 E. Twelve Mile Road
Warren, MI 48088

By: Elizabeth Argiri

Elizabeth Argiri
Its: Vice President for Business

Date: 5/17/12

**RESOLUTION TO APPROVE PARTICIPATING AGENCY STATUS IN
MACOMB COUNTY TECHNICAL RESCUE TEAM**

Moved by _____, and seconded by _____,
that the [City Council/Township Board] adopt the following resolution:

WHEREFORE, the [City/Township] supports regional efforts to encourage interlocal cooperation between governmental agencies in mutual support of each other when technical rescue incidents may occur; and

WHEREFORE, the [City Council/Township Board] has been fully briefed on the proposed Interlocal Agreement, a template copy of which is attached, which would create a Macomb County Technical Rescue Team ("TRT") for responding to technical rescue incidents, including Confined Space, Rope Rescues, Trench Rescue and Building Collapse; and

WHEREFORE, the [City Council/Township Board] desires to commit its resources to the proposed TRT as a Participating Agency.

NOW, THEREFORE, BE IT RESOLVED, that the [City Council/Township Board] does hereby agree, effective immediately, to participate as a Participating Agency and a Requesting Agency in the Macomb County Technical Rescue Team Interlocal Agreement; and

BE IT FURTHER RESOLVED, that the [City Council/Township Board] authorizes its Fire Chief, or the designee of the Fire Chief, to execute the Interlocal Agreement as a Participating Agency on behalf of the [City/Township].

AYES: _____

NAYS: _____

ABSENT: _____

This resolution was adopted at a regular meeting of the [City Council/Township Board] held on the ___ day of _____, 2012.

IN WITNESS WHEREOF, I have set my official signature, this ___ day of _____, 2012.

[City/Township] Clerk

MACOMB COUNTY TECHNICAL RESCUE TEAM INTERLOCAL AGREEMENT

WHEREAS, the City of Sterling Heights, City of Warren, Township of Clinton, and Township of Shelby, as Sponsoring Agencies, and all Participating Agencies, along with Macomb County, as an Agency, enter into this Agreement pursuant to the Urban Cooperation Act, MCL 124.501 et seq.; and

WHEREAS, the Sponsoring Agencies and Macomb County are desirous of establishing an interlocal agreement for cooperation by committing the Sponsoring Agencies' local technical rescue teams, personnel, and equipment for the purpose of responding to technical rescue incidents, including Confined Space, Rope Rescues, Trench Rescue and Building Collapse; hereinafter referred to as the Macomb County Technical Rescue Team (MCTRT); and

WHEREAS, the resources of each Agency could be strained or insufficient if required to address such an incident without assistance; and the parties acknowledge the potential need for personnel and equipment beyond those of a single Agency in order to meet and mitigate potential dangers to public safety; and

WHEREAS, the Sponsoring Agencies, Participating Agencies, and County are not establishing a governmental agency, entity, or authority, nor establishing a separate legal or administrative agency under Section 7(1) of the Urban Cooperation Act, MCL 124.507(1) and have not therefore provided for or otherwise established such an agency by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual interest, obligations, and promises herein contained, the Sponsoring Agencies, Participating Agencies, and County agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions in this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, will be defined, read, and interpreted as follows:

A. **Agency** means a political subdivision which has entered into this Agreement as a signatory.

B. **Board of Directors** means the individuals appointed by each Sponsoring Agency and the County to coordinate the Macomb County Technical Rescue Team in accordance with this Agreement.

C. **County** means Macomb County and includes its departments and its elected and appointed officials, employees, and agents, including specifically the Macomb County Office of Emergency Management & Communications (MCOEMC).

D. **Participating Agency** means any city, village, or township 1) that is a signatory to this Agreement, including, but not limited to its departments, divisions, elected officials, employees, subcontractors, and volunteers, and 2) which shall furnish equipment, personnel, and/or services to the Macomb County Technical Rescue Team. See Attachment No. 1.

E. **Requesting Agency** means any agency, including a Sponsoring or Participating Agency, which is a signatory to the Macomb County Technical Rescue Team Service Agreement. See Attachment No. 2.

F. **Sponsoring Agency** means each of the following: the City of Sterling Heights, the City of Warren, the Township of Clinton and the Township of Shelby. These municipalities have committed their assets to form the MCTRT, and are signatories to this Agreement.

ARTICLE II OPERATIONAL PROCEDURES AND GUIDELINES

A. Purpose.

The mission of the Macomb County Technical Rescue Team (MCTRT) is to respond to and mitigate incidents involving technical rescue expertise and specialized equipment, utilizing the resources of participating Macomb County Fire Departments. The goal of the team is to meet or exceed all criteria for a Strike Team based on Michigan Task Force 1 and National Incident Management System (NIMS) criteria. The team will augment fire department resources of Macomb County Communities during technical rescue incidents when such departments are not equipped to adequately respond to the event, or which have depleted their resources. The MCTRT will improve operating efficiencies and effectiveness, and will eliminate unnecessary redundant services in Macomb County.

B. Governing Authority.

A Board of Directors shall be established to consider, adopt, and amend rules, procedures, bylaws, policies, and other matters deemed necessary by the Board members. The Board of Directors will consist of five (5) members. One (1) board member shall be appointed by and from each of the Sponsoring Agencies (Clinton Twp, Shelby Twp, Sterling Heights and Warren), and one (1) board member shall be appointed by the County and from the Macomb County Office of Emergency Management & Communications (MCOEMC). A quorum shall consist of a simple majority of its members. All actions of the Board of Directors must be taken by unanimous vote of all five members of the Board of Directors unless otherwise provided in this Agreement.

C. Clerical, Administrative, and Fiduciary Responsibilities.

The Macomb County Office of Emergency Management & Communications will provide administrative and record keeping services and fiduciary services with respect to financial matters for the MCTRT. The MCOEMC will retain three percent (3%) of the Administrative Fee provided for in item 8D of the Macomb County Technical Rescue Team Service Agreement in consideration of providing these services. Such payment shall be made by MCOEMC deducting it from the Administrative Fees collected and processed by MCOEMC.

D. **Operation Policies and Procedures.**

The Board of Directors shall adopt Standard Operating Guidelines to be implemented and followed by the MCTRT. This includes the establishment and annual review of a Fee Schedule.

E. **Personnel for Response Team.**

Persons to serve on the MCTRT shall be sponsored by their employing Sponsoring or Participating Agency, and shall complete the Technical Rescue Team Personnel Application for a specific position on the MCTRT. An applicant shall acknowledge that the applicant intends, if appointed, to serve three (3) years as part of the team, and the Sponsoring or Participating Agency shall commit that the applicant will serve three (3) years unless withdrawn due to termination, medical necessity, or withdrawal/termination from participation under this Agreement. The application shall be submitted to the Board of Directors for consideration. The Board of Directors shall have the right to add or remove individual personnel from the response team, and to increase or decrease the number of members of the team.

F. **Responsibility of Sponsoring and Participating Agencies.**

1) Each Agency shall pay the compensation of its employees, including salary, benefits, workers' compensation, and other insurance provisions, according to its own collective bargaining agreements and work rules.

2) Each Agency shall provide, if necessary, overtime or backfill for members of the response team to attend training sessions, exercises, and call-outs according to its own collective bargaining agreements and work rules.

3) Each Agency will remain the owner of all vehicles and equipment purchased or acquired by such Agency, notwithstanding that such vehicles or equipment are used for the MCTRT.

4) Each Agency shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees, agents, and volunteers necessary to perform all its obligations under this Agreement, including any licenses required by the State of Michigan.

5) Each Participating Agency shall have a signed Macomb County Participating Agency Agreement on file with the MCOEMC in the form set forth in Attachment No. 1, as amended from time to time.

G. **Requesting Agency's Responsibilities.**

Requesting Agency shall have a signed Macomb County Technical Rescue Team Service Agreement on file with the MCOEMC in the form set forth in Attachment No. 2, as amended from time to time.

**ARTICLE III
OTHER PROVISIONS**

A. Duration of Interlocal Agreement.

This Agreement and any amendments will be effective when executed by all Sponsoring Agencies with concurrent resolutions adopted by the governing bodies of each Sponsoring Agency and the County, and the Agreement is filed with the Office of the Great Seal as required by MCL 124.510. This Agreement will remain in effect until terminated as provided herein.

B. Governmental Immunity Maintained.

Nothing contained in this Agreement shall constitute or be construed as a waiver of any governmental immunity, as provided by statute or common law, on the part of the County of Macomb, Sponsoring Agencies, Participating Agencies, or their officers or employees.

C. Termination as to an Agency, Sponsoring Agency, or Participating Agency.

1) **By Agency.** An Agency may terminate or cancel its participation under this Agreement with or without cause upon thirty (30) days written notice served upon MCOEMC. The effective date for termination or cancellation will be clearly stated in the notice. The MCOEMC shall notify the remaining Sponsoring Agencies of such termination in writing forthwith.

2) **By Board.** The Board of Directors, by an affirmative vote of four (4) members, may immediately terminate a Sponsoring or Participating Agency's participation under this Agreement, with or without cause, effective upon service of a written notice of such termination upon the Sponsoring or Participating Agency which has been terminated.

D. No 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.

E. Compliance with Laws.

Each Agency will comply with all federal, state, and local statutes, ordinances, administrative regulations, rules, and requirements applicable to its activities performed under this Agreement.

F. Reservation of Rights.

This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal rights, privilege, power, obligation, duty, or immunity of the Agencies.

G. **Delegation/Subcontract/Assignment.**

An Agency shall not delegate, subcontract, or assign any obligations or rights under this Agreement without the express written consent of the Board of Directors, and any attempt to do so without written consent will have no force or effect.

H. **No Implied Waiver.**

A waiver of a breach of or failure to enforce any provision of this Agreement shall not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term, or (3) a waiver of the rights of the Board of Directors to declare a default.

I. **Severability.**

Each provision of this Agreement shall be interpreted under applicable law. If any provision is held invalid or held unenforceable, the rest of the Agreement will remain in full force and effect.

J. **Captions.**

The section and subsection numbers and captions contained in this Agreement are intended for convenience only and are not intended to have any substantive meaning.

K. **Notices.**

All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by first-class mail, addressed as follows:

1) If notice is sent to the County, it will be addressed and sent to: Macomb County Office of Emergency Management, 21930 Dunham Road, Mount Clemens, MI 48043.

2) If notice is sent to a Sponsoring Agency or Participating Agency, it will be addressed to that Agency's Authorized Representative on file.

3) An Agency may change the address and/or individual to which notice is sent by notifying the MCOEMC in writing of the change.

L. **Governing Law.**

This Agreement will be governed and interpreted pursuant to Michigan law.

M. **Entire Agreement.**

This Agreement and any attachments, including but not limited to the Macomb County Technical Rescue Team Service Agreement, contain the entire understanding among the signors of this Agreement.

N. **Authorization.**

The parties have taken all actions and have secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Agency have the legal authority to sign it and bind the parties to the terms of this Agreement.

O. **Liability and Insurance.**

Each Sponsoring and Participating Agency shall be responsible for any liability, claim, loss, damages, demands, costs, or judgments (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity, arising out of or related to the acts or omissions of that Sponsoring or Participating Agency or its employees or agents, to the extent provided by law.

P. **Termination of Macomb County Technical Rescue Team Interlocal Agreement.**

This Agreement may be terminated in its entirety by a resolution favoring termination adopted by at least three of the legislative bodies of the Sponsoring Agencies, effective upon service of notice of the termination upon any remaining Sponsoring Agencies.

**ARTICLE IV
ADDITIONAL PARTICIPATING AGENCIES; AMENDMENTS**

A. **Amendment to Add Participating Agency to this Agreement.**

A public agency which meets the definition of a public agency in Section 2(e) of the Urban Cooperation Act, MCL 124.502(e), and has fire department powers, may join in this Agreement by providing a resolution adopted by its governing body and by having its authorized representative execute and date a signature page to this Agreement in the form of Attachment No. 1, provided that such addition is approved by the Board of Directors and such approval is evidenced in writing on the signature page. The executed signature page shall be on file with MCOEMC.

B. **Other Amendments.**

Amendments to this Agreement, other than to add a Participating Agency to this Agreement, may be made upon approval of the Board of Directors, and evidenced by signatures of the appropriate representative of each Sponsoring Agency and the County. An amendment, other than the addition of a Participating Agency, shall be approved, processed and filed in the same manner as the original agreement, including submission of the amendment to the MCOEMC.

For purposes of either subsection A or subsection B above, a new agreement is not required.

**MACOMB COUNTY TECHNICAL RESCUE TEAM
INTERLOCAL AGREEMENT SIGNATURE PAGE
SPONSORING AGENCIES**

Clinton Township

Robert Cannon, Township Supervisor

Date

George Fitzgerald, Township Clerk

Date

John J. Shea, Fire Chief

Date

Macomb County

Mark A. Hackel, County Executive

Date

Victoria Wolber, Emergency Mgt. Coordinator

Date

Shelby Township

Richard Stathakis, Township Supervisor

Date

Terri Kowal, Township Clerk

Date

Charles Eugene Shepherd, Fire Chief

Date

Sterling Heights

Mark Vanderpool, City Manager

Date

Walter C. Blessed, City Clerk

Date

Michael G. Deprez, Interim Fire Chief

Date

Warren

James R. Fouts, Mayor

Date

Paul Wojno, City Clerk

Date

Wilburt McAdams, Fire Commissioner

Date

Attachment No. 1

ADDITIONAL PARTICIPATING AGENCY AGREEMENT

The undersigned on behalf of _____ (name of additional Participating Agency) hereby agrees to the terms and conditions of the Macomb County Technical Rescue Team Interlocal Agreement.

Name of Additional Participating Agency: _____

By: Name and Title

Date

Approval of Additional Participating Agency:

The addition of _____ (name of additional participating agency) as a Participating Agency in this Agreement is approved by the Board of Directors.

Board of Directors:

Clinton Township:

Macomb County:

Name and Title

Name and Title

Date

Date

Sterling Heights:

Shelby Township:

Name and Title

Name and Title

Date

Date

Warren:

Name and Title

Date

MACOMB COUNTY TECHNICAL RESCUE TEAM SERVICE AGREEMENT

WHEREAS, certain Macomb County fire departments are part of a Macomb County Technical Rescue Team, hereinafter referred to as Macomb County TRT, for the purpose of servicing Macomb County communities with a Strike Team based on Michigan Task Force 1 and National Incident Management System (NIMS) criteria, pursuant to the Urban Cooperation Act, MCL 124.501 et seq.; and

WHEREAS, the Macomb County TRT departments have purchased specialized equipment and obtained specialized training for fire department employees, above and beyond normal fire suppression activities, in the area of technical rescue emergencies; and

WHEREAS, the undersigned agency (hereafter "Requesting Agency") desires the option of requesting assistance for technical rescue incidents that involve the need for deployment of resources with specialized equipment and training; and

WHEREAS, the parties mutually desire to provide by agreement for technical rescue incidents and for reimbursement of costs associated with the deployment of personnel with specialized training and equipment from the Macomb County TRT.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties agree as follows:

1. **Technical Rescue Services.** Requesting Agency shall request aid from the Macomb County TRT by contacting the designated dispatch center and advising that Requesting Agency wishes the Macomb County TRT to be deployed and identifying the nature of the technical rescue incident. Requesting Agency expressly authorizes the person from the Requesting Agency who requests services to do so, and such requests are fully binding upon the Requesting Agency. Macomb County TRT Team Leaders or designee(s) will have the sole authority to determine the number of personnel and type of resources it will deploy to the scene based upon information received from the Requesting Agency. The MCTRT shall have the sole authority to modify or terminate the response at any time, without liability. Requesting Agency shall be fully responsible pursuant to the terms of this Agreement for payment for services and equipment deployed by Macomb County TRT once a request has been made. Requesting Agency shall be further responsible for the cost of additional services deployed, including personnel and equipment, if a request for further services is made by Macomb County TRT personnel who have responded to the emergency scene.

2. **Canceling Request for Deployment by Requesting Agency.** Requesting Agency shall be fully responsible for paying all costs associated with a request for deployment, even if the request is cancelled.

3. **Computation of Time.** Time for personnel and equipment will be calculated from the time of notification of the Requesting Agency's request for deployment until the time

all equipment is checked, cleaned, and returned to in-service condition, where applicable. Billing will be in increments of quarter hours rounded up to the next higher quarter hour.

4. **Support Requirements.** Macomb County TRT shall function as a resource to Requesting Agency under the guidelines of the Incident Command System as established by the National Incident Management System. It will be the responsibility of the Requesting Agency to provide resources that will aid in the smooth and safe conclusion to any incident. During any technical rescue operation, Requesting Agency will provide the following resources:

- A. One (1) ALS Transport Units dedicated to technical rescue operations
- B. One (1) Class "A" Pumper with continuous water supply, staffed with no less than 2 personnel
- C. Established command post with safety officer
- D. Eight (8) – Fire Suppression Personnel

5. **Cost Recovery Ordinance.** To the extent permitted by law, Requesting Agency agrees to adopt its own cost recovery ordinance. However, the existence or non-existence of any cost recovery ordinance or delay in or failure to receive payment from any third party shall not limit or modify the primary obligation of the Requesting Agency for full and timely payment to Macomb County TRT for services rendered by it. Macomb County TRT will provide documentation to support the Requesting Agency's cost recovery efforts.

6. **Invoicing Procedures.** All invoicing for the Macomb County TRT will be handled by the Macomb County Office of Emergency Management & Communications (MCOEMC). Invoices will be forwarded to the Fire Chief or the senior administrative officer in the fire department of Requesting Agency, with a copy provided to the Mayor, Township Supervisor, or City Manager. Each invoice shall be payable within sixty (60) days from the date of mailing. Interest shall accrue at the rate of nine percent (9%) per annum on overdue invoices commencing sixty (60) days from the date of mailing of the invoice, which interest may only be waived if approved by Macomb County TRT.

7. **Delinquent Accounts.** The actual costs of collection, including administrative costs and actual attorney fees, shall be paid to the Macomb County TRT by the Requesting Agency that requested the service but failed to remit timely payment to the MCOEMC as required in section 6 above. For any accounts which are overdue and unpaid, Macomb County TRT may elect not to respond to requests for assistance from Requesting Agency until all accounts of Requesting Agency are paid in full or a suitable payment arrangement has been approved by Macomb County TRT.

8. **Schedule of Technical Rescue Services.** The Macomb County TRT, through its Board of Directors, shall adopt a fee schedule on an annual basis and provide specific costs for personnel, apparatus, disposable items and an administrative fee. A current Fee Schedule will be provided to a Requesting Agency upon execution of the Service Agreement, and on an annual basis thereafter per the annual adoption of such schedule by the Board of Directors.

9. **Termination by Requesting Agency.** Requesting Agency may terminate its participation in this Agreement if termination is approved by its governing body and such

termination shall be effective thirty (30) days after service of written notice of termination on the Macomb County Office of Emergency Management & Communications.

10. **Modification.** Except for paragraph 13, this Agreement shall not be subject to modification unless such modification is approved by the governing body of the Requesting Agency, the Board of Directors of the MCTRT, and signed in writing by all parties. (Revised 11/28/11 by Board of Directors.)

11. **Entire Agreement.** All terms, provisions, and prior understandings are merged and incorporated in this Agreement. Each party represents that no promises or inducements other than those set forth in this Agreement have been made as an inducement for its execution, and that any representation, promise, or warranty not expressly set forth in this Agreement shall not be binding.

12. **Suspension of Services.** Upon written notice by Macomb County TRT to Requesting Agency, the Macomb County TRT may, in its sole discretion, immediately suspend this Agreement or services provided under this Agreement to that agency. If Requesting Agency is also a Sponsoring Agency, then the Macomb County TRT may immediately suspend this Agreement, or services provided under this Agreement, upon the affirmative vote of four (4) of its members and upon written notice to the Sponsoring Agency to be suspended.

13. **Liability.** Requesting Agency shall be responsible for any liability, claim, loss, or damages, demands, costs, or judgments, including attorney fees, for bodily injury, death, and property damage to any person or entity arising out of or related to the acts or omissions of Requesting Agency or its officers, employees, or agents. This paragraph cannot be modified without the express written approval from the Sponsoring Agency's and County's Risk Managers. (Revised 11/28/11 by Board of Directors.)

Nothing in this Agreement shall constitute or be construed as a waiver of any governmental or public immunity of any Requesting Agency, Participating Agency, Sponsoring Agency, or Macomb County, or their officers, employees, or agents.

In witness whereof the parties set their hands and seal this _____ day of _____, 2011.

In the Presence of:

Macomb County Technical Rescue Team
Board of Directors

By: _____

By: _____

By: _____

By: _____

By: _____

Requesting Agency

Authorized Representative(s)

By: _____

By: _____

**RESOLUTION TO APPROVE PARTICIPATING AGENCY STATUS IN
MACOMB COUNTY HAZMAT TEAM**

Moved by _____, and seconded by _____,
that the [City Council/Township Board] adopt the following resolution:

WHEREFORE, the [City/Township] supports regional efforts to encourage interlocal cooperation between governmental agencies in mutual support of each other when hazardous materials incidents may occur; and

WHEREFORE, the [City Council/Township Board] has been fully briefed on the proposed Interlocal Agreement, a template copy of which is attached, which would create a Macomb County Hazmat Team ("HT") for hazardous materials incidents; and

WHEREFORE, the [City Council/Township Board] desires to commit its resources to the proposed HT as a Participating Agency.

NOW, THEREFORE, BE IT RESOLVED, that the [City Council/Township Board] does hereby agree, effective immediately, to participate as a Participating Agency and a Requesting Agency in the Macomb County Hazmat Team Interlocal Agreement; and

BE IT FURTHER RESOLVED, that the [City Council/Township Board] authorizes its Fire Chief, or the designee of the Fire Chief, to execute the Interlocal Agreement as a Participating Agency on behalf of the [City/Township].

AYES: _____

NAYS: _____

ABSENT: _____

This resolution was adopted at a regular meeting of the [City Council/Township Board] held on the ___ day of _____, 2012.

IN WITNESS WHEREOF, I have set my official signature, this ___ day of _____, 2012.

[City/Township] Clerk

MACOMB COUNTY HAZMAT TEAM INTERLOCAL AGREEMENT

WHEREAS, the City of Sterling Heights, City of Warren, Township of Clinton and Township of Shelby, as Sponsoring Agencies, and all Participating Agencies, along with Macomb County, as an Agency, enter into this Agreement pursuant to the Urban Cooperation Act, MCL 124.501 et seq.; and

WHEREAS, the Sponsoring Agencies and Macomb County are desirous of establishing an interlocal agreement for cooperation by committing the Sponsoring Agencies' local hazardous materials teams, personnel, and equipment for the purpose of responding to hazardous materials incidents, including Chemical, Biological, Radiological, Nuclear, and High Yield Explosives, and Weapons of Mass Destruction (CBRNE/WMD) events; hereinafter referred to as the Macomb County Hazmat Team (MCHT); and

WHEREAS, the resources of each Agency could be strained or insufficient if required to address such an incident without assistance; and the parties acknowledge the potential need for personnel and equipment beyond those of a single Agency in order to meet and mitigate potential dangers to public safety; and

WHEREAS, the Sponsoring Agencies, Participating Agencies, and County are not establishing a governmental agency, entity, or authority, nor establishing a separate legal or administrative agency under Section 7(1) of the Urban Cooperation Act, MCL 124.507(1) and have not therefore provided for or otherwise established such an agency by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual interest, obligations, and promises herein contained, the Sponsoring Agencies, Participating Agencies, and County agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions in this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, will be defined, read, and interpreted as follows:

A. **Agency** means a political subdivision which has entered into this Agreement as a signatory.

B. **Board of Directors** means the individuals appointed by each Sponsoring Agency and the County to coordinate the Macomb County Hazmat Team in accordance with this Agreement.

C. **County** means Macomb County and includes its departments and its elected and appointed officials, employees, and agents, including specifically the Macomb County Office of Emergency Management & Communications (MCOEMC).

D. **Participating Agency** means any city, village, or township 1) that is a signatory to this Agreement, including, but not limited to its departments, divisions, elected officials, employees, subcontractors, and volunteers, and 2) which shall furnish equipment, personnel, and/or services to the Macomb County Hazmat Team. See Attachment No. 1.

E. **Requesting Agency** means any agency, including a Sponsoring or Participating Agency, which is a signatory to the Macomb County Hazardous Materials Service Agreement. See Attachment No. 2.

F. **Sponsoring Agency** means each of the following: the City of Sterling Heights, the City of Warren, the Township of Clinton and the Township of Shelby. With the exception of Shelby Township, these municipalities are the original State of Michigan-designated Regional Response Teams (RRT) in Macomb County, have committed their assets to form the MCHT, and are signatories to this Agreement.

ARTICLE II OPERATIONAL PROCEDURES AND GUIDELINES

A. Purpose.

The mission of the Macomb County Hazmat Team (MCHT) is to respond to and mitigate incidents involving weapons of mass destruction (CBRNE) and Toxic Industrial Chemicals (TIC) utilizing the resources of participating Macomb County Fire Departments. The goal of the team is to meet or exceed all criteria for a Type I team based on National Incident Management System (NIMS) criteria. The team will augment fire department resources of Macomb County Communities during hazardous material incidents or CBRNE/WMD events and TIC events when such departments are not equipped to adequately respond to the event, or which have depleted their resources. The MCHT will improve operating efficiencies and effectiveness, and will eliminate unnecessary redundant services in Macomb County.

B. Governing Authority.

A Board of Directors shall be established to consider, adopt, and amend rules, procedures, bylaws, policies, and other matters deemed necessary by the Board members. The Board of Directors will consist of five (5) members. One (1) board member shall be appointed by and from each of the Sponsoring Agencies (Clinton Twp, Shelby Twp, Sterling Heights and Warren), and one (1) board member shall be appointed by Macomb County and from the Macomb County Office of Emergency Management & Communications (MCOEMC). A quorum shall consist of a simple majority of its members. All actions of the Board of Directors must be taken by unanimous vote of all five members of the Board of Directors unless otherwise provided in this Agreement.

C. Clerical, Administrative, and Fiduciary Responsibilities.

The Macomb County Office of Emergency Management & Communications will provide administrative and record keeping services and fiduciary services with respect to financial matters for the MCHT. The MCOEMC will retain three percent (3%) of the Administrative Fee provided for in item 8 of the Macomb County Hazardous Materials Service Agreement in

consideration of providing these services. Such payment shall be made by MCOEMC deducting it from the Administrative Fees collected and processed by MCOEMC.

D. **Operation Policies and Procedures.**

The Board of Directors shall adopt Standard Operating Guidelines to be implemented and followed by the MCHT. This includes the establishment and annual review of a Fee Schedule.

E. **Personnel for Response Team.**

Persons to serve on the MCHT shall be sponsored by their employing Sponsoring or Participating Agency, and shall complete the Hazmat Team Personnel Application for a specific position on the MCHT. An applicant shall acknowledge that the applicant intends, if appointed, to serve three (3) years as part of the team, and the Sponsoring or Participating Agency shall commit that the applicant will serve three (3) years unless withdrawn due to termination, medical necessity, or withdrawal/termination from participation under this Agreement. The application shall be submitted to the Board of Directors for consideration. The Board of Directors shall have the right to add or remove individual personnel from the response team, and to increase or decrease the number of members of the team.

F. **Responsibility of Sponsoring and Participating Agencies.**

1) Each Agency shall pay the compensation of its employees, including salary, benefits, workers' compensation, and other insurance provisions, according to its own collective bargaining agreements and work rules.

2) Each Agency shall provide, if necessary, overtime or backfill for members of the response team to attend training sessions, exercises, and call-outs according to its own collective bargaining agreements and work rules.

3) Each Agency shall provide and pay for physical examinations for Response Team Members as required by OSHA, 29 CFR 1910.120.

4) Each Agency will remain the owner of all vehicles and equipment purchased or acquired by such Agency, notwithstanding that such vehicles or equipment are used for the MCHT.

5) Each Agency shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees, agents, and volunteers necessary to perform all its obligations under this Agreement, including any licenses required by the State of Michigan.

6) Each Participating Agency shall have a signed Macomb County Participating Agency Agreement on file with the MCOEMC in the form set forth in Attachment No. 1, as amended from time to time.

G. **Requesting Agency's Responsibilities.**

Requesting Agency shall have a signed Macomb County Hazardous Materials Service Agreement on file with the MCOEMC in the form set forth in Attachment No. 2, as amended from time to time.

**ARTICLE III
OTHER PROVISIONS**

A. **Duration of Interlocal Agreement.**

This Agreement and any amendments will be effective when executed by all Sponsoring Agencies with concurrent resolutions adopted by the governing bodies of each Sponsoring Agency and the County, and the Agreement is filed with the Office of the Great Seal as required by MCL 124.510. This Agreement will remain in effect until terminated as provided herein.

B. **Governmental Immunity Maintained.**

Nothing contained in this Agreement shall constitute or be construed as a waiver of any governmental immunity, as provided by statute or common law, on the part of the County of Macomb, Sponsoring Agencies, Participating Agencies, or their officers or employees.

C. **Termination as to an Agency, Sponsoring Agency, or Participating Agency.**

1) **By Agency.** An Agency may terminate or cancel its participation under this Agreement with or without cause upon thirty (30) days written notice served upon MCOEMC. The effective date for termination or cancellation will be clearly stated in the notice. The MCOEMC shall notify the remaining Sponsoring Agencies of such termination in writing forthwith.

2) **By Board.** The Board of Directors, by an affirmative vote of four (4) members, may immediately terminate a Sponsoring or Participating Agency's participation under this Agreement, with or without cause, effective upon service of a written notice of such termination upon the Sponsoring or Participating Agency which has been terminated.

D. **No 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.

E. **Compliance with Laws.**

Each Agency will comply with all federal, state, and local statutes, ordinances, administrative regulations, rules, and requirements applicable to its activities performed under this Agreement.

F. **Reservation of Rights.**

This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Agencies.

G. **Delegation/Subcontract/Assignment.**

An Agency shall not delegate, subcontract, or assign any obligations or rights under this Agreement without the express written consent of the Board of Directors, and any attempt to do so without written consent will have no force or effect.

H. **No Implied Waiver.**

A waiver of a breach of or failure to enforce any provision of this Agreement shall not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term, or (3) a waiver of the right of the Board of Directors to declare a default.

I. **Severability.**

Each provision of this Agreement shall be interpreted under applicable law. If any provision is held invalid or held unenforceable, the rest of the Agreement will remain in full force and effect.

J. **Captions.**

The section and subsection numbers and captions contained in this Agreement are intended for convenience only and are not intended to have any substantive meaning.

K. **Notices.**

All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by first-class mail, addressed as follows:

1) If notice is sent to the County, it will be addressed and sent to: Macomb County Office of Emergency Management, 21930 Dunham Road, Mount Clemens, MI 48043.

2) If notice is sent to a Sponsoring Agency or Participating Agency, it will be addressed to that Agency's Authorized Representative on file.

3) An Agency may change the address and/or individual to which notice is sent by notifying the MCOEMC in writing of the change.

L. **Governing Law.**

This Agreement will be governed and interpreted pursuant to Michigan law.

M. **Entire Agreement.**

This Agreement and any attachments, including but not limited to the Macomb County Hazardous Materials Service Agreement, contain the entire understanding among the signors of this Agreement.

N. **Authorization.**

The parties have taken all actions and have secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Agency have the legal authority to sign it and bind the parties to the terms of this Agreement.

O. **Liability and Insurance.**

Each Sponsoring and Participating Agency shall be responsible for any liability, claim, loss, damages, demands, costs, or judgments (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity, arising out of or related to the acts or omissions of that Sponsoring or Participating Agency or its employees or agents, to the extent provided by law.

P. **Termination of Macomb County Hazmat Team Interlocal Agreement.**

This Agreement may be terminated in its entirety by a resolution favoring termination adopted by at least three of the legislative bodies of the Sponsoring Agencies, effective upon service of notice of the termination upon any remaining Sponsoring Agencies.

**ARTICLE IV
ADDITIONAL PARTICIPATING AGENCIES; AMENDMENTS**

A. **Amendment to Add Participating Agency to this Agreement.**

A public agency which meets the definition of a public agency in Section 2(e) of the Urban Cooperation Act, MCL 124.502(e), and has fire department powers, may join in this Agreement by providing a resolution adopted by its governing body and by having its authorized representative execute and date a signature page to this Agreement in the form of Attachment No. 1, provided that such addition is approved by the Board of Directors and such approval is evidenced in writing on the signature page. The executed signature page shall be on file with MCOEMC.

B. **Other Amendments.**

Amendments to this Agreement, other than to add a Participating Agency to this Agreement, may be made upon approval of the Board of Directors, and evidenced by signatures of the appropriate representative of each Sponsoring Agency and the County. An amendment, other than the addition of a Participating Agency, shall be approved, processed and filed in the same manner as the original agreement, including submission of the amendment to the MCOEMC.

For purposes of either subsection A or subsection B above, a new agreement is not required.

**MACOMB COUNTY HAZMAT TEAM
INTERLOCAL AGREEMENT SIGNATURE PAGE
SPONSORING AGENCIES**

Clinton Township

Robert Cannon, Township Supervisor

Date

George Fitzgerald, Township Clerk

Date

John J. Shea, Fire Chief

Date

Macomb County

Mark A. Hackel, County Executive

Date

Victoria Wolber, Emergency Mgt. Coordinator

Date

Shelby Township

Richard Stathakis, Township Supervisor

Date

Terri Kowal, Township Clerk

Date

Charles Eugene Shepherd, Fire Chief

Date

Sterling Heights

Mark Vanderpool, City Manager

Date

Walter C. Blessed, City Clerk

Date

Michael G. Deprez, Interim Fire Chief

Date

Warren

James R. Fouts, Mayor

Date

Paul Wojno, City Clerk

Date

Wilburt McAdams, Fire Commissioner

Date

Attachment No. 1

ADDITIONAL PARTICIPATING AGENCY AGREEMENT

The undersigned on behalf of _____ (name of additional Participating Agency) hereby agrees to the terms and conditions of the Macomb County Hazmat Team Interlocal Agreement.

Name of Additional Participating Agency: _____

By: Name and Title

Date

Approval of Additional Participating Agency:

The addition of _____ (name of additional participating agency) as a Participating Agency in this Agreement is approved by the Board of Directors.

Board of Directors:

Clinton Township:

Macomb County:

Name and Title

Name and Title

Date

Date

Sterling Heights:

Shelby Township:

Name and Title

Name and Title

Date

Date

Warren:

Name and Title

Date

MACOMB COUNTY HAZMAT TEAM SERVICE AGREEMENT

WHEREAS, certain Macomb County fire departments are part of a Macomb County Hazmat Team, hereinafter referred to as Macomb County HT, for the purpose of servicing Macomb County communities with a National Incident Management System (NIMS) Type I or II Hazmat Team, pursuant to the Urban Cooperation Act, MCL 124.501 et seq.; and

WHEREAS, the Macomb County HT departments have purchased specialized equipment and obtained specialized training for fire department employees, above and beyond normal fire suppression activities, in the area of handling hazardous materials emergencies; and

WHEREAS, the undersigned agency (hereafter "Requesting Agency") desires the option of requesting assistance for hazardous materials incidents that involve the need for deployment of resources with specialized equipment and training; and

WHEREAS, the parties mutually desire to provide by agreement for the identification of hazardous materials incidents and for reimbursement of costs associated with the deployment of personnel with specialized training and equipment from the Macomb County HT.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties agree as follows:

1. **Hazardous Materials Services.** Requesting Agency shall request aid from the Macomb County Hazmat Team by contacting the designated dispatch center and advising that Requesting Agency wishes the Macomb County HT to be deployed and identifying the nature of the hazardous materials incident. Requesting Agency expressly authorizes the person from the Requesting Agency who requests services to do so, and such requests are fully binding upon the Requesting Agency. Macomb County HT Team Leaders or designee(s) will have the sole authority to determine the number of personnel and type of resources it will deploy to the scene based upon information received from the Requesting Agency. The MCHT shall have the sole authority to modify or terminate the response at any time, without liability. Requesting Agency shall be fully responsible pursuant to the terms of this Agreement for payment for services and equipment deployed by Macomb County HT once a request has been made. Requesting Agency shall be further responsible for the cost of additional services deployed, including personnel and equipment, if a request for further services is made by Macomb County HT personnel who have responded to the emergency scene.

2. **Canceling Request for Deployment by Requesting Agency.** Requesting Agency shall be fully responsible for paying all costs associated with a request for deployment, even if the request is cancelled.

3. **Computation of Time.** Time for personnel and equipment will be calculated from the time of notification of the Requesting Agency's request for deployment until the time all equipment is checked, cleaned, and returned to in-service condition, where applicable. Billing will be in increments of quarter hours rounded up to the next higher quarter hour.

4. **Support Requirements.** Macomb County HT shall function as a resource to Requesting Agency under the guidelines of the Incident Command System as established by the National Incident Management System. It will be the responsibility of the Requesting Agency to provide resources that will aid in the smooth and safe conclusion to any incident. During any Type I or II HAZMAT operation, Requesting Agency will provide the following resources:

- A. Two (2) ALS Transport Units dedicated to HAZMAT operations
- B. One (1) Class "A" Pumper with continuous water supply, staffed with no less than 2 personnel
- C. Established command post with safety officer
- D. Eight (8) – Personnel trained to the Operations level

5. **Cost Recovery Ordinance.** To the extent permitted by law, Requesting Agency agrees to adopt its own cost recovery ordinance. However, the existence or non-existence of any cost recovery ordinance or delay in or failure to receive payment from any third party shall not limit or modify the primary obligation of the Requesting Agency for full and timely payment to Macomb County HT for services rendered by it. Macomb County HT will provide documentation to support the Requesting Agency's cost recovery efforts.

6. **Invoicing Procedures.** All invoicing for the Macomb County HT will be handled by the Macomb County Office of Emergency Management & Communications (MCOEMC). Invoices will be forwarded to the Fire Chief or the senior administrative officer in the fire department of the Requesting Agency, with a copy provided to the Mayor, Township Supervisor, or City Manager. Each invoice shall be payable within sixty (60) days from the date of mailing. Interest shall accrue at the rate of nine percent (9%) per annum on overdue invoices commencing sixty (60) days from the date of mailing of the invoice, which interest may only be waived if approved by Macomb County HT.

7. **Delinquent Accounts.** The actual costs of collection, including administrative costs and actual attorney fees, shall be paid to the Macomb County HT by the Requesting Agency that requested the service but failed to remit timely payment to the MCOEMC as required in section 6 above. For any accounts which are overdue and unpaid, Macomb County HT may elect not to respond to requests for assistance from Requesting Agency until all accounts of Requesting Agency are paid in full or a suitable payment arrangement has been approved by Macomb County HT.

8. **Schedule of Hazardous Materials Services.** The Macomb County HT, through its Board of Directors, shall adopt a fee schedule on an annual basis and provide specific costs for personnel, apparatus, disposable items and an administrative fee. A current Fee Schedule will be provided to a Requesting Agency upon execution of the Service Agreement, and on an annual basis thereafter per the annual adoption of such schedule by the Board of Directors.

9. **Termination by Requesting Agency.** Requesting Agency may terminate its participation in this Agreement if termination is approved by its governing body and such termination shall be effective thirty (30) days after service of written notice of termination on the Macomb County Office of Emergency Management & Communications.

10. **Modification.** Except for paragraph 13, this Agreement shall not be subject to modification unless such modification is approved by the governing body of the Requesting Agency, the Board of Directors of the MCHT, and signed in writing by all parties. (Revised 11/28/11 by Board of Directors)

11. **Entire Agreement.** All terms, provisions, and prior understandings are merged and incorporated in this Agreement. Each party represents that no promises or inducements other than those set forth in this Agreement have been made as an inducement for its execution, and that any representation, promise, or warranty not expressly set forth in this Agreement shall not be binding.

12. **Suspension of Services.** Upon written notice by Macomb County HT to Requesting Agency, the Macomb County HT may, in its sole discretion, immediately suspend this Agreement or services provided under this Agreement to that agency. If Requesting Agency is also a Sponsoring Agency, then the Macomb County HT may immediately suspend this Agreement, or services provided under this Agreement, upon the affirmative vote of four (4) of its members and upon written notice to the Sponsoring Agency to be suspended.

13. **Liability.** Requesting Agency shall be responsible for any liability, claim, loss, or damages, demands, costs, or judgments, including attorney fees, for bodily injury, death, and property damage to any person or entity arising out of or related to the acts or omissions of Requesting Agency or its officers, employees, or agents. This paragraph cannot be modified without the express written approval from the Sponsoring Agency's and County's Risk Manager. (Revised 11/28/11 by Board of Directors)

Nothing in this Agreement shall constitute or be construed as a waiver of any governmental or public immunity of any Requesting Agency, Participating Agency, Sponsoring Agency, or Macomb County, or their officers, employees, or agents.

In witness whereof the parties set their hands and seal this _____ day of _____, 2011.

In the Presence of:

Macomb County Hazmat Team
Board of Directors

By: _____

By: _____

By: _____

By: _____

By: _____

Requesting Agency

Authorized Representative(s)

By: _____

By: _____

MOTION MADE BY _____

MOTION SECONDED BY _____

TO AMEND THE PEACE AND GOOD ORDER ORDINANCE, CHAPTER 217, SECTION 217-15, TO ADD SUBSECTION C TO PROHIBIT INTERFERENCE WITH A CRIMINAL INVESTIGATION, TO PROVIDE FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

**CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PEACE AND GOOD ORDER ORDINANCE, CHAPTER 217, SECTION 217-15, TO ADD SUBSECTION C TO PROHIBIT INTERFERENCE WITH A CRIMINAL INVESTIGATION, TO PROVIDE FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

CITY OF ROSEVILLE ORDAINS:

Section 1. Chapter 217, Section 217-15, is hereby amended to add subsections C:

- C. Except as provided in this subsection, a person who is informed by a peace officer that he or she is conducting a criminal investigation shall not do any of the following:
 - 1. By any trick, scheme, or device, knowingly and willfully conceal from the peace officer any material fact relating to the criminal investigation.
 - 2. Knowingly and willfully make any statement to the peace officer that the person knows is false or misleading regarding a material fact in that that criminal investigation.
 - 3. Knowingly and willfully issue or otherwise provide any writing or document to the peace officer that the person know is false or misleading regarding a material fact in that criminal investigation.
 - 4. This subsection does not apply to either of the following:
 - (a) Any statement made or action taken by an alleged victim of the crime being investigated by the peace officer.

- (b) A person who is acting under duress or out of a reasonable fear of physical harm to himself or herself or another person from a spouse or former spouse, a person with whom he or she has had a dating relationship, a person with whom he or she has had a child in common, or a resident or former resident of his or her household.
5. This subsection does not prohibit a person from doing either of the following:
- (a) Invoking the person's rights under the Fifth Amendment of the constitution of the United States or section 17 of article I of the state constitution of 1963.
 - (b) Declining to speak to or otherwise communicate with a peace officer concerning the criminal investigation.
6. As used in this subsection:
- (a) "Dating relationship" means frequent, intimate associations, primarily characterized by the expectation of affectional involvement. This term does not include a casual relationship or an ordinary fraternization between 2 persons in a business or social context.
 - (b) "Peace officer" means any of the following:
 - (i) A sheriff or deputy sheriff of a county of this state.
 - (ii) An officer of the police department of a city, village, or township of this state.
 - (iii) A marshal of a city, village, or township of this state.
 - (iv) A constable of any local unit of government of this state.
 - (v) An officer of the Michigan state police.
 - (vi) A conservation officer of this state.
 - (vii) A security employee employed by the state under section 6c of 1935 PA 59, MCL 28.6c.

- (viii) A motor carrier officer appointed under section 6d of 1935 PA 59, MCL 28.6d.
 - (ix) A police officer or public safety officer of a community college, college, or university within this state who is authorized by the governing board of that community college, college, or university to enforce state law and the rules and ordinances of that community college, college, or university.
 - (x) A park and recreation officer commissioned under section 1606 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.1606.
 - (xi) A state forest officer commissioned under section 83107 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.83107.
 - (xii) An investigator of the state department of attorney general.
 - (xiii) An agent of the state department of human services, office of inspector general.
 - (xiv) A sergeant at arms or assistant sergeant at arms commissioned as police officer under section 2 of the legislative sergeant at arms police powers act, 2001 PA 185, MCL 4.382.
- (c) “Serious misdemeanor” means that term as defined in section 61 of the William Van Regenmorter crime victim’s rights act, 1985 PA 87, MCL 780.811.

Section 2. Repealer. All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Severability. If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the ordinance, being the intent of the City that this ordinance shall be fully severable.

Section 4. Effective Date. Provisions of this Ordinance shall become effective twenty (20) days following adoption.

AYES _____

NAYS _____

ABSENT _____

JOHN CHIRKUN, Mayor

Attested:

RICHARD STEENLAND, City Clerk

I, Richard Steenland, City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that Ordinance No. _____ was adopted by the City Council of Roseville, assembled in regular session on May _____, 2012. Said Ordinance was posted in the following places:

Roseville Police Station, 29753 Gratiot Avenue
Roseville Public Library, 29777 Gratiot Avenue
Roseville Civic Center, 29777 Gratiot Avenue

Notice of said posting was published in *The Macomb Daily* on _____, 2012.

Richard Steenland, City Clerk

REVISED - BUDGET ADOPTION RESOLUTION

_____ moved, _____ seconded, to adopt the following budget resolution:

WHEREAS, Section 8.6 of the City Charter for the City of Roseville provides that a budget shall be adopted for each fiscal year and that said budget shall be adopted by the City Council of said City in the form of a resolution; and,

WHEREAS, such Section 8.6 also states that such resolution shall provide for an appropriation of money budgeted for municipal purposes during the next fiscal year succeeding said resolution's adoption; and,

WHEREAS, such Section 8.6 of said City Charter also provides that such resolution shall determine the amount of revenue to be raised by taxation; and,

WHEREAS, under said Section 8.6 it is incumbent upon the said City Council for the City of Roseville now to provide a budget for the fiscal year from July 1, 2012 to June 30, 2013; and,

WHEREAS, a properly drafted and proposed budget has been submitted to the City Council in compliance with the requirements contained in Chapter 8 of the said City Charter, and in compliance with requirements of Public Act 621 of 1978; and,

WHEREAS, such budget proposal, together with all supporting schedules and the City Manager's budget statement, has been duly filed with the City Council and become a matter of public record, available for public inspection with the City Clerk and the Roseville Public Library; and,

WHEREAS, such proposed budget hearing has been advertised in the Macomb Daily Newspaper on April 5, 2012, and a public hearing held on April 10, 2012 as required by statute and other regulations; and,

WHEREAS, the proposed budget as approved by the City Council reflects a total millage levy of 22.8494 mills as detailed in the budget document; and,

WHEREAS, such millage is in accordance with Public Act 5 of 1982; and,

BE IT RESOLVED, that the total amount of money required and set forth by the terms of said proposed budget attached hereto, said sum being \$17,333,776 or 19.0391 mills for General Operating; \$2,343,266 or 2.5738 mills for Refuse Collection; \$215,317 or .2365 mills for Debt Service, \$910, 430 or 1.0 mills for Chapter 20 Drain, shall be provided for the fiscal year herein above-stipulated by the levying of taxes by the said City of Roseville upon the real and personal property within such City, including a property tax administrative fee of 1%, to be used for the cost incurred in the administration and collection of property taxes by such departments as the Assessor's, Treasurer's, Purchasing and Controller's; and,

BE IT RESOLVED, that the total amount of money required and set forth by the terms of said proposed budget attached hereto, said sum being \$910,430 or 1.0 mills for Roseville Public Library under P.A. 164, shall be provided for the fiscal year herein above-stipulated by the levying of taxes by the said City of Roseville upon the real and personal property within such City, including a property tax administrative fee of 1%, to be used for the cost incurred in the administration and collection of property taxes by such departments as the Assessor's, Treasurer's, Purchasing and Controller's; and,

BE IT RESOLVED, that the total amount of money required and set forth by the voter approved levy under P.A. 32 effective November 8, 2011 hereto, said sum being \$910,430 or 1.0 mills for Roseville-Eastpointe Recreation Authority, shall be provided for the fiscal year herein above-stipulated by the levying of taxes by the said City of Roseville upon the real and personal property within such City, including a property tax administrative fee of 1%, to be used for the cost incurred in the administration and collection of property taxes by such departments as the Assessor's, Treasurer's, Purchasing and Controller's; and,

BE IT FURTHER RESOLVED, that the budget summaries as presented can be approved as set forth in the said 2012/2013 City Budget document; and,

BE IT FURTHER RESOLVED, that the City Council hereby adopts the 2012/2013 budget as shown in the budget documents however, for monthly reports to the City Council, the amounts in the budget documents reflected by City departments will be used for comparative reporting purposes; and,

BE IT FURTHER RESOLVED, that the water rate and sewer rates be revised from the rates originally approved on May 1, 2012; to reflect the combined Ready to Serve Charge for each customer connection remains at \$15.69; that the water rate for each unit remains at \$1.11 per unit; that the combined rate for sewer treatment be revised from \$3.57 to \$3.47 per unit and that the rate for the combined local operating maintenance be revised from \$1.20 to \$1.30 per unit; this rate change shall provide a part of the revenue needed to cover the operations of the Water Department;

BE IT FURTHER RESOLVED, that the City Manager is authorized to make budgetary transfers within the appropriation centers established through this budget not exceeding \$1,000 and that all other transfers between appropriation centers may be made only by further action of the City Council pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act; and,

THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Roseville, Macomb County, Michigan, that the proposed budget, as presented, together with the Manager's budget letter, supporting schedules, statements, budget summaries and related documents, if any, appended thereto, incorporated herein and by reference made part thereof, and as modified by the City Council, be and the same hereby is adopted as the budget for the City of Roseville for the fiscal period from July 1, 2012 to June 30, 2013.

MOTION CARRIED UNANIMOUSLY

STATE OF MICHIGAN}
 SS}
COUNTY OF MACOMB}

I, RICHARD STEENLAND, the duly qualified and acting City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan, on Tuesday, May 29, 2012 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

RICHARD STEENLAND
CITY CLERK