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**INTERGOVERNMENTAL SOUTH MACOMB ANTI-TERRORIST
RESPONSE TEAM MUTUAL AID AGREEMENT**

The participating parties are entering into this Agreement as a regional effort to assist one another in the case of specialized incidents when additional special response team equipment or special response team personnel are needed by a community.

RECITALS

Each party to this agreement has established and maintains a special response team (SRT), comprised of sworn law enforcement officers who are trained and equipped to respond to high-risk, specialized incidents and public safety crisis situations.

The parties acknowledge that they may need assistance from another law enforcement agency's SRT to effectively respond to certain specialized incidents occurring in their community.

The parties desire to enter into an agreement to provide for mutual assistance of SRT personnel and equipment to each other in response to specialized incidents.

Under the Urban Cooperation Act, MCL 124.501, et seq., the parties are each authorized by law to execute an intergovernmental agreement for the performance of municipal services that each would have the authority to perform on its own.

The Mutual Police Assistance Agreements Act, MCL 123.811 et seq. authorizes two or more cities, counties, villages or townships to enter into agreements to provide mutual police assistance to one another in case of emergencies.

P.A. 1927, No. 175, as amended, MCL 764.2a, authorizes a peace officer to exercise authority and power of a peace officer outside the geographical boundaries of the officer's county, city, village, or township if the officer is enforcing the laws of the State of Michigan in conjunction with a peace officer of that jurisdiction.

The parties do not intend to establish 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.

THEREFORE, in consideration of the mutual interest, obligations and promises of the participating parties, as provided in this Agreement, the parties agree as follows:

ARTICLE I - DEFINITIONS

The following words in this Agreement, whether used in the singular or plural, possessive or non-possessive, capitalized or lower case will be defined and interpreted as follows:

- a. SRT Command Officer means the senior or highest ranking officer available in each police department, or his or her designee, who has responsibility for directing specialized incident operations for his or her police department.
- b. Administrative Board means the governing body of the Intergovernmental South Macomb Anti-Terrorist Response Team Mutual Aid Agreement, as established in this Agreement.
- c. Participating Party or Party means any county, city, village or township that is a signatory to this Agreement, and which will furnish equipment and/or personnel under this Agreement.
- d. Requesting Party means the Party, through its SRT or Incident Command Officer, that requests assistance for supplemental personnel or equipment from another Participating Party, according to this Agreement.
- e. Responding Party means the Party that receives a request for SRT assistance from another Participating Party, through its Incident Command Officer or SRT Command Officer.
- f. Specialized Response Team or SRT means a specialized team of sworn police officers and tactical medics within a law enforcement agency, who have specialized training and equipment to respond to high risk situations.
- g. Specialized Incident or Incident means high risk incidents that pose an extreme danger to the public or officer safety, including, without limitation, barricaded gunmen, snipers, hostage-taking, terrorist incidents, armed suicides, or vice raids or arrests.
- h. Incident Command Officer means the officer or officers designated by the Party's SRT Command Officer to initiate requests, respond to requests, and exercise discretion on behalf of its party in connection with this Agreement. As used in this Agreement, any reference to Incident Command Officer will include that party's SRT Command Officer.

ARTICLE II -- SERVICES

1. Specialized Incident Mutual Aid. In the event of an Incident within a Party's geographical boundaries or jurisdiction for which the Party does not have adequate personnel or equipment, that Party, as the Requesting Party, may direct a request to another Party (the Responding Party), for supplemental SRT equipment and/or personnel. The request shall be directed to the Responding Party's SRT Command Officer or Incident Command Officer, and if possible, shall identify the nature of the Incident, the number of police officers, types of assistance and/or equipment requested and the location where the Responding Party's SRT should report.

2. Upon receipt of a request, the Responding Party will deploy SRT personnel or equipment to the Incident, unless the Responding Party's SRT is unavailable due to another Incident or existing conditions within its community. Deployment will be dependent upon the current personnel base, availability, and existing conditions within the Responding Party's community.
3. Upon receipt of a request, the Responding Party's Incident Commander will have the sole authority to determine the number of personnel and type of resources it will deploy in response to the Requesting Party's Specialized Incident, and shall promptly notify the Requesting Party's Incident Command Officer of the personnel and other resources that will be deployed to the Requesting Party's Incident site and the anticipated time of arrival. Conversely, if the Responding Party does not have the resources or equipment available to deploy to the Incident, the Responding Incident Command Officer shall provide prompt notification to the Requesting Party that it is unable to deploy.
4. Upon arrival to the Incident, the Responding Incident Command Officer will report to the Requesting Party's Incident Commander, and will follow his or her tactical requests, provided, however, the policies and procedures of the Responding Party's police department shall govern the Responding Party's operations and actions, and shall otherwise govern in the event of any conflict with a request of the Requesting Party. Each Party will be responsible for issuing orders and directives to their own police officers within their respective SRT. The Responding SRT will have sole authority and discretion to modify or withdraw its equipment and/or personnel from the Incident at any time, without being liable to the Requesting SRT or any other Party. It is understood that the Requesting Party is primarily responsible for the response to and control of the specialized incident occurring within its jurisdiction.
5. Each Party will provide to the Administrative Board the names of their Incident Command Officer or designee and any other officers who are authorized to act on behalf of the Party in connection with this Agreement, and the manner in which requests for assistance should be directed, and the phone numbers to be used to reach the Incident Command Officer(s), and special equipment that could be used to assist another Party. All such information will be coordinated on a Contact List and Equipment List by the Administrator, which will be distributed to each Party's Command Officer and Incident Command Officer. Such Contact List and Equipment List shall be kept confidential. In the event of a subpoena, Freedom of Information Act request or any other request for disclosure of the list, the receiving Party agrees to take any legal means to withhold the documents from disclosure, and if disclosure is required by court order or other legal mandate, notification shall be given to each Party.

Any Party changing its information on the Contact and Equipment List shall be responsible for immediately revising the Contact List and distributing it to each of the other Parties.

It is understood that each Party's Incident Command Officer(s) identified on the Contact List will have authority to request services under this Agreement, and their requests will be binding upon the Requesting Party.

6. A Requesting Party will not be responsible for the payment to, or reimbursement of, a Responding Party's costs. All personnel, resources, equipment and services contemplated under this Agreement will be furnished at the expense of each respective Party owning the equipment and supplies and employing the personnel. No party will be held responsible for the costs incurred by the other party, or be entitled to compensation for assistance provided to another community.

ARTICLE III – ADMINISTRATIVE BOARD

1. An Administrative Board is established to administer and oversee activities and protocols under this Agreement. The membership of the Administrative Board is comprised of the SRT Command Officer for each participating party. The SRT Command Officer may send a designee to attend meetings and vote on his or her behalf at the meetings.
2. The Board will meet at least quarterly, and shall act by vote of a majority of the members of the Board.
3. The Administrative Board will designate an Administrator from among the participating Parties who, upon acceptance, will be responsible for coordinating meetings, providing notice of meetings to each Party, submitting grant applications, and serving as custodian of records and grant proceeds, and otherwise fulfilling administrative responsibilities as provided under this Agreement or otherwise established by the Board. The Administrator may resign at any time, but the Administrator's employing Party is responsible to turn over any documents, proceeds and all other records of the Board or pertaining to this Agreement to the Administrator's successor, or any other designee determined by the Board.
4. The Administrative Board will authorize the application for grants, and will determine disbursement of grant proceeds among the Parties by a majority vote of the members.
5. The Administrative Board will determine general policies or protocols for its meetings and for implementing and coordinating services under this Agreement, provided such policies or protocols are not in conflict with this Agreement.

ARTICLE IV – LIABILITY

1. Each Party will be responsible to assume its own liability attributed to the acts, omissions or conduct of such Party's own officers and employees while such officers and employees are engaged in responding to Incidents pursuant to this Agreement.
2. Notwithstanding the above, each Party agrees to hold harmless and release the other Participating Parties from or for any loss, injury, claim or liability arising out of or relating to any negligent acts or omissions of the employees or officers of the other Participating Parties while such officers or employees are responding to Incidents or otherwise engaged in the performance of this Agreement, unless such loss, injury, claim or liability is caused by gross negligence. Any action necessary to enforce a term of this Agreement is exempted.
3. Nothing in this Agreement shall be construed as a waiver of any governmental immunity as provided by the statute or court decision, or diminish the right of any Party to assert a defense or remedy based upon an officer acting beyond the scope of his or her duty.
4. 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. This Agreement shall not be construed as creating a higher legal standard of safety or care with respect to third party claims.
5. No liability, right or benefit associated with any employer-employee relationship shall be implied by this Agreement. Nothing in this Agreement shall imply or create any duty or responsibility to comply with a collective bargaining agreement of another Party, or to create any right to insurance or any other employment right of a Party's employee from another Party to this Agreement. No employee of any Party to this Agreement shall be deemed to have become an employee of another Party or to be covered by any insurance or pension plans of another Party due to the employee's participation in the performance of this Agreement.
6. Likewise, each Party shall be responsible for, and shall protect and/or hold harmless all other Parties from, any employment-related claims made by its personnel, including but not limited to claims related to worker's compensation, insurance rights or liabilities and unemployment compensation.
7. Each Party shall carry the general comprehensive liability insurance by an insurance carrier licensed to do business in the State of Michigan, or is self-insured as required by the state or federal governments, with the capability to cover liability that may arise from services or activities contemplated under this Agreement.

8. Nothing in this Agreement shall imply a duty to levy additional taxes, appropriate funds, or enter into specific terms of a collective bargaining unit in order to effectuate this Agreement.

ARTICLE V – TERM AND TERMINATION

1. This Agreement and any amendments will be effective upon execution of the Parties, authorized by resolution adopted by the governing bodies of each Party or such other form of authorization required by an individual Party to bind the Party to the terms of this Agreement. This Agreement will remain in effect for to ten years from the Effective Date, subject to earlier termination as provided in this Agreement. The effective date for each Party wishing to be included in this Agreement will be the date of its execution.
2. A Party, upon written notification from executive head of its police department to the Administrative Board and to the other Parties, may terminate or cancel its participation under this Agreement with or without cause upon 30 days written notice to each of the other parties. The effective date for termination or cancellation will be clearly stated in the notice.
3. A Party's SRT Command Officer may suspend its participation in this Agreement for a term not to exceed six months, by providing 30 days' advance written notification to the SRT Commanders, stating the effective date of the suspension and the exact date its participation will resume.
4. If any part of this Agreement, or protocols adopted by the Board, is breached, a Party's participation under this agreement may be terminated by a majority of the Board members. The SRT Command Officer for the breaching party may participate in such vote.

ARTICLE VI - MISCELLANEOUS

1. Each Party will comply with all federal, state and local statutes, ordinances, state and federal administrative rules and requirements applicable to its activities performed under this Agreement.
2. A Party will not delegate, subcontract or assign any obligations or rights under this Agreement, without the express written consent of the Administrative Board.
3. A waiver of a breach of any term in this Agreement will not be considered 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.

4. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.
5. The section and subsection numbers and captions contained in this Agreement are for convenience only and are not intended to have any substantive meaning.
6. 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.

ARTICLE VII -ADDITIONAL PARTICIPATING AGENCIES

After the Effective Date, as provided below, local unit of government in the State of Michigan, which maintains a special response team as provided in the Recitals may, with the approval of the Board, join in this agreement, by providing a resolution adopted by its governing body and by having its authorized representative or officer execute and date a signature page to this Agreement in the form of Attachment No. 1. Membership shall be effective upon completion of the Board approval and execution of Attachment 1.

The Parties further attest that they have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign and bind the respective Party to this Agreement. This Agreement shall take effect upon _____.

Witnessed By:

Participating Parties:

City of Center Line:

By: _____

John Michrina

Its: City Manager

By: _____

Its: _____

Dated: _____

Clinton Township:

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

City of Eastpointe:

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

City of Roseville:

By: _____

John Chirkun

Its: Mayor

By: _____

Richard Steenland

Its: Clerk

Dated: _____

City of St. Clair Shores:

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

City of Sterling Heights:

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

City of Warren:

By: _____

James R. Fouts

Its: Mayor

By: _____

Paul Wojno

Its: City Clerk

Dated: _____

ATTACHMENT 1

ADDITIONAL PARTICIPATING PARTY

_____, with the approval of its local governing body, agrees to participate as a Party to the foregoing Intergovernmental South Macomb Anti-Terrorist Response Team Mutual Aid Agreement (the Agreement), which is incorporated by reference into this document, and agrees to and accepts all terms of the Agreement.

_____ (community):

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

