

CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Date:

March 28, 2024

To:

Frank Schulte, City Administrator F.S.

From:

John G. Kosanke, Director

Subject:

Eastern Wayne County Special Response Team

Inter-Agency Special Response Team Agreement

The Eastern Wayne County Special Response Team has been operating for over 30 years. We currently have two officers assigned to the team. With the increased use of the team, all area Public Safety Directors agreed that it is necessary to update local agreements and requirements of the team.

The new agreement includes a process to appoint the SRT team leader and team commander. The agreement also explains how the team operates when it comes to structure and oversight, leadership, training and equipment. City Attorney Debra Walling has already reviewed and approved the final attached agreement. I am requesting permission to sign the agreement.

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CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT



Eastern Wayne County SRT Inter-Agency Special Response Team Mutual Cooperation Agreement

THIS INTER-AGENCY SPECIAL RESPONSE TEAM MUTUAL COOPERATION AGREEMENT (this "Agreement") establishes a tactical special response team among the participating communities as described below. This Agreement is a mutual police assistance agreement authorized by MCL 123.811 et. seq. This Agreement also is an inter-local agreement authorized by the Municipal Partnership Act, MCL 124.111 et. seq. and by the Urban Cooperation Act, MCL 124.501 et. seq. The parties to this Agreement are the City of Grosse Pointe, the City of Grosse Pointe Farms, the City of Grosse Pointe Park, the Village of Grosse Pointe Shores, a Michigan city, the City of Grosse Pointe Woods, and the City of Harper Woods (each a "Member Community"). This Agreement will become effective upon the adoption of authorizing resolutions by the respective governing bodies of each of the Member Communities. The duration of this Agreement is indefinite, provided that any Member Community may elect to withdraw from participation in the tactical special response team established by this Agreement upon not less than thirty (30) days' written notice to the other Member Communities. Except to the extent provided below in this Agreement, each Member Community will be responsible for the costs related to any personnel employed by such Member Community and assigned to participate in the tactical special response team, as well as the procurement and maintenance of any equipment utilized by such personnel in connection with the tactical special response team. All participating cities will provide mutual and reciprocal releases and waivers of liability.

The duly appointed public safety director (or his or her designee) of each of the Member Communities shall be responsible for the implementation of the undertakings set forth in this Agreement and for coordination of mutual activities with one or more other constituent Member Communities.

The following provisions shall govern the supervision and operation of the tactical special response team established by this Agreement. Periodic upgrades, technical enhancements, and other similar modifications to these operational provisions may be authorized from time to time in writing by the mutual agreement of the respective public safety directors of each of the Member Communities.

I. SRT MISSION

The primary mission of the Eastern Wayne County Special Response Team ("EWC SRT" or "Special Response Team") is to save lives. The primary focus of the EWC SRT will be to provide tactical solutions that will increase the likelihood of de-escalation and the safe resolution of high-risk incidents. These incidents include, but are not limited to, hostage situations, barricaded subjects, sniper deployment, high-risk apprehension, warrant service, protection details, supporting special events, civil unrest, and acts of terrorism. A multi-jurisdictional effort to respond to and resolve these situations would result in a more effective deployment of personnel, resources, and equipment, and a corresponding reduction in overlapping or duplicative costs. The cooperative efforts motivated by this Agreement are intended to provide improved services for the citizens of all participating jurisdictions, increased safety for team members and the community, and greater efficiencies and cost-effectiveness.

II. POLICY

Each Member Community, acting through its public safety department, agrees to maintain, on a collective basis, a collaborative Special Response Team. Each Member Community further agrees to provide the personnel, training and equipment incidental to its participation in such Special Response Team. The EWC-SRT will be comprised of one or more individual public safety officers from each of the Member Communities. Individual public safety officers from each jurisdiction will be consolidated and combined to form the EWC SRT. The EWC SRT services shall be available to each participating Member Community. The EWC SRT also may be available to outside law enforcement agencies on a support basis at the discretion of the Team Commander. If called upon to provide support to outside law enforcement agencies, EWC SRT members will continue to operate under the policies, procedures, and directives of their originating agency.

III. EASTERN WAYNE COUNTY SRT STRUCTURE & OVERSIGHT

A. The Team Commander will be the principal law enforcement and public safety officer of the EWC SRT.

- 1. The Team Commander will be selected by a majority vote of the respective public safety directors of the Member Communities.
- The Team Commander will collect and maintain all EWC SRT incident reports and activities of interest in one central location.
 The public safety directors of each Member Community will have access to such incident reports.
- 3. The Team Commander may elect to be physically present at incident scenes, with the corresponding responsibilities as set forth below in subsection B.
- 4. The Team Commander shall present an annual report to the public safety directors that outlines the prior year's training, missions, personnel changes, major equipment acquisitions, and upcoming expenditures. Should the need arise, the Team Commander and/or Team Leader will make themselves available to a requesting public safety director to address on a prompt basis any questions or concerns. All records related to the EWC SRT's performance shall be provided for full inspection to any participating public safety director or their designee upon request.
- 5. The Team Commander will conduct an annual budget meeting before the beginning of each fiscal year, to brief the public safety directors about upcoming planned expenditures.

B. Team Leader

- 1. The position of Team Leader shall be selected based on an interview process supervised by the Team Commander and his or her designee(s).
- 2. The Assistant Team Leader(s) shall assume command in the absence of the Team Leader.
- 3. Team Leaders shall be the officers in charge at an incident scene, regardless of rank or status within their respective departments and regardless of the rank of other operators on the EWC SRT.
- 4. To the extent appropriate under the circumstances of any particular incident or situation, the Team Leader may appoint an Incident Commander. The Incident Commander may be (but is not required to be) the Team Leader.
- 5. While on an incident scene, the Team Leader or Assistant Team Leader in charge, with input from the Incident Commander and Team Commander, shall have direct operational command and control for resolving the mission being undertaken.

- 6. The Team Leader shall be responsible for validating and approving any and all tactical plans and actions to be taken by officers on scene.
- 7. The Incident Commander and Team Commander shall continue supervising the command post operation, outer perimeter security, and support for the EWC SRT. The Team Leader, designee, and Incident Commander/Team Commander shall maintain communications at all times.
- C. Assistant Team Leaders will be appointed by the Team Commander, with input from the Team Leader, based on an examination of their training, experiences, decision-making skills, and supervisory and leadership abilities.
- D. Should the need arise to utilize the EWC SRT, the on-duty officer-in-charge shall notify their dispatch of the request. The dispatcher shall then acknowledge the request and broadcast a message activating SRT, which the other area dispatchers will then acknowledge. Those dispatchers will, in turn, contact their Department's SRT officers as required.
 - 1. The designated Incident Commander should provide EWC SRT with as much of the following information as possible to better assist in planning/preparation of tactical plans:
 - a. Number of suspects and weapons, if known
 - b. If there are hostages or potential for hostages to be involved
 - c. The crime or suspected crime committed
 - d. If the suspect is barricaded
 - e. If the suspect has threatened or attempted suicide
 - f. The location of the command post and the best route to approach and stage personnel
 - g. Potential involvement of children or elderly residents
 - h. Any other pertinent details to the events
- E. The Team Leader will thoroughly document all incidents where EWC-SRT was activated. These reported incidents will then be submitted to the Team Commander for proper record-keeping. Reports submitted to the Team Commander will include all EWC SRT members' supplemental reports.
- F. All EWT SRT members who participated in an incident shall do the following;

- a. Prepare a supplemental report on the assignment and activities conducted during an incident.
- b. Submit their supplemental report to the Team Leader within three business days.

IV. EWC SRT OFFICER SELECTION

- A. Should a vacant SRT position occur, the Department where the vacancy originated may compile a list of applicants to forward to the Team Commander. The Team Commander will then be responsible for setting a date to hold an interview, physical fitness test, and firearms proficiency test. The oral interview will be held at the Department where the vacancy occurred. A representative from that agency with the rank of lieutenant or higher will participate in the interview process. An applicant must pass all required courses to be considered eligible. After deliberation, the Team Commander will notify the Department's public safety director of the list and selection for appointment.
- B. Continual evaluation of a team member's performance and efficiency as it relates to the positive operation of the unit shall be conducted by the Team Leader, and pertinent information shall be relayed to the Team Commander.
 - 1. Any member whose performance is at a level less than satisfactory may be subject to dismissal from the EWC SRT.
 - 2. Final determination of continued appointment rests with the Team Commander.
- C. Each Department hereby agrees that all wages and disability payments, pension, worker's compensation claims, medical expenses, or any other employment benefits shall be the responsibility of the employing Department to the same extent as if the SRT member were providing services for that employing Department.

V. TRAINING

- A. The Team Leader shall coordinate training. Monthly training days will be conducted that are designed to improve team performance and cohesion.
 - 1. Each below signed Department agrees to the minimum training requirements provided by the Team Leader.

- B. All monthly and supplementary training conducted by the EWC SRT will be documented by the Team Leader. The documented training sessions will then be sent to the Team Commander for retention.
- C. Upon appointment of a new officer on the EWC SRT, the appointing Department agrees to send the officer to a basic SWAT course at the Department's expense.
 - 1. The Team Commander will work with the appointing Department to promptly assist in finding an appropriate course.
- D. Precision rifle operators will have a minimum of one sniper-specific training day per month that will be required to maintain proficient skills.
 - 1. Those selected as precision rifle operators shall attend a basic sniper/observer course before use in an active situation.
 - a. The originating Department will be responsible for the cost associated with such a course.
 - 2. Those selected who have yet to attend said course may still participate in a support or training capacity.
- E. All EWC SRT members shall complete a yearly physical fitness test set forth by the Team Leader. This test shall be pass/fail.
 - Should a team member fail the physical fitness test, they will be given 30 days to prepare and re-test. If the team member fails to pass for a second time, they may be subject to dismissal from the EWC SRT at the Team Commander's discretion.
 - 2. If a team member is absent at the initial testing date, they shall notify the Team Leader and schedule their physical fitness test within 30 days of initial testing.
- F. All EWC SRT members shall complete the mandatory firearms qualification for rifles and handguns twice a year. This qualification shall be pass/fail and set by the Team Leader.
 - Should a team member fail the firearms qualification, they will be given 30 days to prepare and re-test. If the team member fails to pass for a second time, they may be subject to dismissal from the EWC SRT at the Team Commander's discretion.

2. If a team member is absent at the initial qualification date, they shall notify the Team Leader and schedule a make-up qualification.

VI. EQUIPMENT

- A. It is the intent of this Agreement that the costs associated with operations, training, and equipment will be shared equally among the Member Communities, with each public safety department sponsoring its personnel and equipment under the employment, compensation and budgeting policies applicable to such department.
- B. Grosse Pointe Park Department of Public Safety will be the agency responsible for managing the EWC SRT fund. Participating agencies will once yearly give an agreed amount of funding per member.
- C. Upon placement of a new member of the EWC SRT, the sponsoring agency agrees to provide the new officer with the initial uniform, ballistic vest & helmet, duty belt & gear, gas mask, rifle, and handgun required.
 - 1. Each Department agrees to continually update the officers assigned to the EWC SRT with this required equipment as needed.
 - 2. If a Department agrees to assign an officer to a precision rifle operator position, the Department shall be responsible for the cost to outfit said officer.
- D. The below-signed Departments agree that the costs associated with ammunition, training sites, and medical equipment for the EWC SRT shall be budgeted for, and the appropriate funds shall be transferred into the EWC SRT account for purchase by the EWC SRT team.
- E. The below signed public safety directors, or their successors, must approve any joint capital expenditure for SRT equipment by a majority vote. (i.e., ballistic shields, vehicles, etc.)

VII. AGREEMENT / SIGNATURES

John Alcorn – Director of Public Safety City of Grosse Pointe	
John Kosanke – Director of Public Safety Grosse Pointe Woods	,
Jason Hammerle – Director Public Safety Harper Woods	
James Bostock – Director of Public Safety Grosse Pointe Park	
Kenneth Werenski – Director of Public Safety Grosse Pointe Shores	
John Hutchins – Director of Public Safety Grosse Pointe Farms	
DATE	