

SPECIAL OPERATIONS
COOPERATIVE RESPONSE AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of APRIL, 2003, between Delta Charter Township, a Michigan Municipal Corporation, with principal offices located at 7710 W. Saginaw Highway, Lansing, Michigan; the City of East Lansing, a Michigan Municipal Corporation, with principal offices located at 410 Abbott Road, East Lansing, Michigan; the City of Lansing, a Michigan Municipal Corporation, with principal offices located at 124 W. Michigan, Lansing, Michigan; and Meridian Charter Township, a Michigan Municipal Corporation, with principal offices located at 5151 Marsh Road, Okemos, Michigan.

WHEREAS, two or more municipalities, pursuant to Public Act 33 of 1951, being MCL 41.801 *et seq*, and pursuant to Public Act 35 of 1951, being MCL 124.1 *et seq*, are authorized to enter into an agreement to provide reciprocal fire aid to one another and may further, pursuant to the Urban Cooperation Act, Public Act 7 of 1967, being MCL 124.501 *et seq*, enter into an agreement to exercise jointly with each other, or any other public agency of this state, a power, privilege, or authority which each might exercise separately; and

WHEREAS, the fire departments of those signatories to this Agreement are called upon to respond to natural and technological incidents and events such as unscheduled releases of hazardous materials and specialized rescue incidents; and

WHEREAS, the municipalities entering into this Agreement either as Participating or Subscribing Units of Government have found it necessary to prepare for and potentially respond to terrorist acts, including events of terrorism involving weapons of mass destruction and biological, nuclear, radiological, incendiary, chemical and explosive materials and devices; and

WHEREAS, appropriate response to these incidents and events require specialized training and equipment; and

WHEREAS, the parties to this Agreement are willing to cooperate in the provision of necessary and available specialized response services and other resources, in accordance with the powers, duties, and responsibilities set forth below.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. As used in this Agreement, certain words shall have the meaning herein ascribed, unless a contrary meaning is specifically stated:
 - a. "Chief" or "Fire Chief" means the person designated as the fire chief or the fire department of a governmental unit, or, in his/her absence or disability, the next highest ranking person who is available and in charge of said fire department.
 - b. "Cooperating Departments" means those member departments that respond to a request for assistance made by another member department.
 - c. "Emergency Incident" means an event involving the presence or imminent threat of Hazardous Materials, Specialized Response, or Terrorist Act as defined by this agreement.
 - d. "Hazardous Material" means any explosives, pyrotechnics, flammable compressed gas, flammable liquid, combustible liquid, oxidizing material, poisonous gas, poisonous liquid, poisonous solid, irritating material, etiological material, radioactive material, corrosive material, liquefied petroleum gas, or combination thereof.

- e. "Incident Commander" means the fire officer, or unified command if established, responsible for the management of all operations at an Emergency Incident in the Requesting Department's fire service area.
- f. "Joint Board" means the administrative authority for operations conducted pursuant to this Agreement. The Joint Board will be composed of one voting representative, who shall be either the Fire Chief or his designee from the fire department of each Participating Unit of Government, and one non-voting representative from the fire department of each Subscribing Unit of Government.
- g. "Member" or "Members" collectively refer to the Participating Units of Government and the Subscribing Units of Government operating under this Agreement.
- h. "Member Department" means a fire department of either a Participating Unit of Government or a Subscribing Unit of Government.
- i. "Participating Unit of Government" means a local unit of government presently capable of satisfying the resource, personnel, and response obligations established by this Agreement and is a signatory to this Agreement, being Delta Charter Township, the City of East Lansing, the City of Lansing, and Meridian Charter Township.
- j. "Requesting Department" means the fire department requesting assistance of personnel, material, and equipment to be supplied within its fire service area by the fire departments of the Participating Units of Government.
- k. "Responsible Party" means any person, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or

other legal entity responsible for a Hazardous Material response or Terrorist Act or any owner, tenant, occupant, or party in control of real property or personal property from which, on which, or related to which, there is a Specialized Response or Hazardous Material incident and the heirs, estates, successors, and assigns of such owners, tenants, occupants, or parties.

- l. "Specialized Response" means any event which requires Specialized Response Resources and which may present below ground, collapsed trench, structural collapse, confined space, high angle, or other complex rescue situations.
 - m. "Specialized Response Resources" means equipment, supplies, vehicles, and specially trained personnel that may be utilized to provide emergency response services or mitigation in connection with a Specialized Response.
 - n. "Subscribing Unit of Government" means a local unit of government that can not presently satisfy the resource, personnel, and response obligations established by this Agreement, but meets the requirements for a Subscribing Unit of Government and pays the fee established by the Joint Board for services by the Participating Units of Government as described in this Agreement.
 - o. "Terrorist Acts" or "Terrorism" means the systematic use of terror, intimidation, and/or violence to achieve a goal; conduct which is unlawful under the laws of the place where it is committed and includes, but is not limited to, such activities as hijacking, assassination, or the use of biological or chemical agents to endanger persons or property.
2. The Joint Board shall have the following powers, duties, and responsibilities:

- a. To establish the minimum level of trained personnel, training, equipment, and other resources required for a local unit of government to become and continue as either a Participating Unit of Government or a Subscribing Unit of Government.
- b. To establish and publish appropriate rates and schedules of charges for an Emergency Incident within a member's fire service area and to establish appropriate billing protocols to the extent permitted by law.
- c. To prepare and submit to each Participating Unit of Government for approval an annual budget to carry out the activities of the Joint Board, including provisions for administrative expenses directly related to board meetings, including notices and recordkeeping.
- d. To establish protocols for cooperative training between the member departments and to coordinate Specialized Response activities and resources within each Participating Unit of Government.
- e. To establish Special Operations Procedures (SOPs) and/or Standard Operating Guidelines (SOGs) which shall be adopted and followed by each member department.
- f. To prepare and disseminate information, as deemed appropriate by the Joint Board, and in its sole discretion, with regard to Hazardous Material, Terrorist Acts, or other Specialized Response.
- g. To apply for and receive emergency disaster relief funds from local, state, and federal sources which may be available to the Joint Board.
- h. To apply for, receive, administer, expend, disburse, and account for fees from Subscribing Units of Government and gifts, grants, and contributions from

federal, state, and local units of government and the public for administrative expenses incurred by the Joint Board and expenses of the Participating Units of Government in responding to Emergency Incidents.

- i. To establish bylaws and rules of procedure for the conduct of the business of the Joint Board and its meetings.
 - j. To coordinate equipment purchases so as to balance costs, avoid unnecessary duplication, and improve capabilities. If and when other municipalities wish to become a Participating Unit of Government, the requirements for entry will be determined on an individual basis that includes consideration of investments made by the original Participating Units of Government.
 - k. To meet at least quarterly to address issues specifically related to this Agreement.
 - l. The Joint Board shall be a public body governed by the Michigan Open Meetings Act, Public Act 267 of 1976, being MCL 15.261 *et seq*, and all meetings shall be conducted and decisions made in compliance with the Act.
 - m. All records of the Joint Board shall be subject to disclosure under the Michigan Freedom of Information Act, Public Act 442 of 1976, being MCL 15.231 *et seq*, unless exempted from disclosure by state or federal statute.
3. When an Emergency Incident occurs within the fire service area of any of the parties to this Agreement, the fire departments will respond according to the policies and procedures developed and approved by the Joint Board. When assistance is provided, the personnel and the equipment from the Cooperating Departments shall, while at the scene, be subject to the authority, direction, and supervision of the Incident Commander, except as otherwise provided in this Agreement.

4. The Incident Commander shall be in charge of overall operations at the Emergency Incident in the Requesting Department's fire service area. All personnel and equipment of a Cooperating Department shall be under the reasonable control and direction of the Incident Commander upon arriving at the scene of the Emergency Incident.
5. Each party to this Agreement shall be required to offer or give such aid as is requested by the Requesting Department at the time the request is made; provided that the Cooperating Department has, in the sole and unreviewable discretion of its Chief, sufficient resources existing or available so that providing the requested assistance will not endanger the lives or property of persons residing in the governing unit providing the assistance.
6. If a Cooperating Department is unable to comply with the request for assistance, it shall immediately notify the Requesting Department of its inability to respond.
7. None of the parties to this Agreement shall be liable for a failure to respond to a request for assistance from a member for any reason.
8. Each fire department from the Participating Units of Government will have available a minimum of two (2) qualified hazmat/specialized rescue technicians at all times. Qualifications shall be determined by the Joint Board.
9. Except as provided in paragraph 8 above, nothing in this Agreement shall be construed as requiring the parties to this Agreement to establish or maintain specific levels of staffing.
10. The fire departments of each Participating Unit of Government shall take part in training as determined and scheduled by the Joint Board. Each Participating Unit of Government's fire department will host a periodic drill on a rotating basis. A periodic drill will consist of three separate sessions scheduled so that each shift of the departments has an opportunity to participate. The host will select the specialty to be exercised and

will make the necessary arrangements. Drills should include both didactic and practical application segments with the emphasis on mutual aid and cooperation to address realistic scenarios. The Joint Board may, in its discretion, change or modify the drills and procedures as outlined in this paragraph.

11. Notwithstanding this Agreement, any individual member may respond to requests by non-Participating and non-Subscribing Units of Government subject to its policies and agreements, if any. This Agreement shall not be construed to restrict or limit the authority of a fire department to cooperate with, or assist, other city, county, or state agencies in performing any official powers or duties as authorized by law.
12. All personnel supplied to the Requesting Department shall remain solely the agents or employees of the employing fire department. No department shall be considered an employee, agent, or partner of the other. The employing agency shall be and remain solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies, and materials used or expended by them while rendering assistance under this Agreement. Nothing herein is intended to prohibit or limit, nor does it prohibit or limit, the Participating or Subscribing Units of Government from requiring their customary payment by any recipient third party for medical or technical aid, rescue, or ambulance service or aid, including labor, materials, and supplies. This includes, but is not limited to, traveling to and from the Emergency Incident, as well as rendering aid and assistance at the scene.
13. To the extent permitted by law, each Participating Unit of Government shall defend, indemnify, and hold the other parties harmless from any liability which such other party, its officers, or employees might have, or liability which might be asserted against them,

by third parties for any alleged act or omission by the Participating Unit of Government's respective employees while acting within the scope of their duties and while performing under the terms of this Agreement.

14. The community officials of the Requesting Department in an Emergency Incident, when making application for federal, state, or local funds for reimbursement of the cost of the Emergency Incident response, shall include reimbursement for such funds expended by the Participating and Subscribing Units of Government's communities. Each community will maintain appropriate records to support such applications.
15. The Requesting Department shall include all reasonable expenses of the Participating and Subscribing Units of Government when billing the responsible party for a spill or release of a toxic or hazardous material. The Requesting Department shall reimburse the Cooperating Departments upon the receipt of funds from the responsible party.
16. The Participating or Subscribing Unit of Government where the Emergency Incident occurs shall bill the Responsible Party, to the extent permitted by applicable law and ordinance, for all reasonable expenses incurred by the Cooperating Departments in providing Specialized Response or Hazardous Material response services. The Participating Unit of Government where the Emergency Incident occurs shall reimburse the Cooperating Departments upon the receipt of funds from the responsible party.
17. If the funds received, pursuant to paragraphs 13, 14, or 15 above, are not sufficient to fully pay all of the reasonable expenses incurred by all Cooperating Departments, then each of those Cooperating Departments and the Requesting Department shall share the funds received on a pro-rata basis.

18. Any Subscribing Unit of Government shall timely pay the cost of services received in that member's fire service area pursuant to this Agreement and in accordance with the cost recovery schedule established by the Joint Board.
19. To the extent permitted by law, each member shall adopt and keep in force an ordinance which provides for the recovery of the costs of an Emergency Incident response.
20. By signing this Agreement, no governmental entity waives its governmental immunity nor any defenses available to it or its elected or appointed officers, employees, or volunteers under the Michigan Governmental Immunity Act, being Public Act 170 of 1964, as amended, MCL 691.1401 *et seq.*, the Public Health Code, being Public Act 368 of 1978, as amended, MCL 333.1101 *et seq.*, or any other defenses which may be available to each governmental entity, its elected or appointed officers, employees, or volunteers.
21. This Agreement shall commence on the day and year first above written, continue for a term of one year, and automatically renew on each subsequent anniversary date.
22. Any Participating Unit of Government may withdraw from this Agreement upon sixty (60) days advance, written notice to the other parties, with said notice sent certified mail to the clerk of the other Participating Units of Government. A copy of the notice shall be mailed to the Fire Chiefs of the other members.
23. Additional Provisions:
 - a. This Agreement shall be binding upon and the benefits shall inure to the successors of the parties, except as otherwise stated in this Agreement.
 - b. This Agreement shall be governed by the laws of the State of Michigan.