

RESOLUTION NO. 2013-82

RESOLUTION BY THE GOVERNMENT SERVICES COMMITTEE AUTHORIZING THE SHERIFF’S OFFICE TO PARTICIPATE IN THE SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAM (SMART)

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, established in 1993, the Suburban Mutual Assistance Response Team (SMART) is an organization comprised of over forty (40) local law enforcement agencies that have agreed to assist other agencies during emergency situations that threaten or cause loss of life and property that exceed the physical and organizational capabilities of an individual unit; and

WHEREAS, examples of this type of emergency would be the recent shooting incidents at the Sikh Temple in Oak Creek and the Azana Spa in Brookfield; and

WHEREAS, Racine County and other participating agencies in this agreement are so located that it is to the advantage of each to extend aid to the other with respect to the delivery of law enforcement services; and

WHEREAS, it is recognized that the use of police officers to perform duties outside the territorial limits of the municipality by whom they are employed may be desirable and may be required under certain circumstances to protect and preserve the common health, safety and welfare; and

WHEREAS, Racine County and other participating agencies deem mutual aid law enforcement services to be the best interest of their respective communities; and

WHEREAS, law enforcement mutual assistance is authorized pursuant to Wis. Stat. § 66.0313.

NOW, THEREFOR BE IT RESOLVED by the Racine County Board of Supervisors that the Racine County Sheriff’s Office is authorized to participate in SMART agreement as outlined in Exhibit “A” that is attached hereto and available by request from the Racine County Clerk’s Office.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

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Respectfully submitted,

Government Services Committee

1st Reading _____

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

Ronald Molnar, Chairman

Russell A. Clark, Vice-Chairman

VOTE REQUIRED: Majority

Donnie Snow, Secretary

Prepared by:
Corporation Counsel

Kiana K. Johnson

Kenneth Hall

Mike Dawson

John A. Wisch

The foregoing legislation adopted by the County Board of Supervisors of
Racine County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

Date: _____,

James A. Ladwig, County Executive

Racine County

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

The undersigned agencies agree pursuant to Wisconsin Statutes as follows:

Section 1. **PURPOSE OF AGREEMENT**

This agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement agency to deal with effectively in terms of personnel, equipment and available resources. Each agency identified on Appendix 1 expresses its intent to assist the other agencies identified on Appendix 1 by assigning some of its personnel, equipment and available resources to permit the law enforcement agency of each municipality to more fully safeguard the lives, persons and property of all citizens.

Section 2. **DEFINITIONS**

For the purpose of this agreement, the following terms are defined as follows:

A. **SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS**

A organization of Southern Wisconsin law enforcement agencies participating in this mutual aid agreement.

B. **INCIDENT**

An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of the local government.

C. **AGENCY**

A law enforcement organization recognized by its city, village, or county.

D. **MUTUAL AID**

A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of incidents by requesting agencies by the aiding agency in accordance with the police incident assignments as developed by the Police Chiefs/Sheriffs of the participating agencies.

E. **PARTICIPATING AGENCY**

An agency that commits itself to this mutual agreement by adopting an ordinance or resolution authorizing participation in the program with other agencies for rendering and receiving mutual aid in the event of an incident in accordance with the police incident assignments.

F. REQUESTING AGENCY

The municipality in which an incident occurs that is of such magnitude that it cannot be adequately handled by the local law enforcement agency.

G. AIDING AGENCY

A municipality furnishing police equipment and personnel to a requesting agency.

H. POLICE INCIDENT ASSIGNMENTS

A predetermined listing of personnel and equipment that will respond to aid a requesting agency.

Section 3. **AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN**

The Chief Executive of each participating municipality is authorized on behalf of that municipality to enter into and from time alter and amend on the advice of the Police Chief/Sheriff and with the consent and authorization of the governing body of that municipality, and with the agreement of other municipalities for mutual aid according to following:

- A. Whenever an incident (emergency) is of such magnitude and consequence that it is deemed advisable by the senior on-duty officer of the requesting agency to request assistance of the aiding agencies through the senior on-duty officer, he or she is hereby authorized to do so under the terms of this mutual aid agreement, and they are authorized to and shall forthwith take the following action:
1. Immediately determine what resources are required according to the mutual aid police incident assignment.
 2. Immediately determine if the required equipment and personnel can be committed in response to the request from the requesting agency.
 3. Dispatch immediately the personnel and equipment required to the requesting agency in accordance with the police incident assignment.
- B. The rendering of assistance under the terms of this mutual aid agreement shall not be required in accordance with the police incident assignments if the commanding officer of the aiding agency determines that the available personnel and equipment are required for the protection of the aiding agency. In that event it is the responsibility of the aiding agency to immediately notify the requesting agency of the same. The judgment of the commanding officer shall be final.
- C. The senior officer present, of the requesting agency, shall assume full responsibility and command for operations at the scene. He or She will assign personnel and equipment, of the aiding agencies, to positions when and where deemed necessary.

- D. It is expected that requests for mutual aid under this agreement will be initiated only when the needs exceed the resources of the requesting agency. Aiding agencies will be released and returning to duty in their own community as soon as the situation is restored to the point which permits the requesting agency to adequately handle it with its own resources or is no longer able to provide assistance per paragraph (3)(b) herein.
- E. All service performed under this agreement shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or extraordinary and unanticipated costs incurred in the performance of mutual aid may be submitted by the aiding agency to the requesting agency for consideration of its Board or Council which may authorize payment in the exercise of discretion.
- F. Pursuant to S66.305 Wis.Stats., law enforcement personnel who provide mutual aid assistance shall be deemed an employment of the requesting agency for the purpose of S895.35 and S895.36 Wis. Stats.
- G. The Police Chiefs/Sheriffs of the participating agencies shall maintain a governing board and establish an operation plan for giving and receiving aid under this agreement. Said plan shall be reviewed, updated, and tested at regular intervals.

Section 4. **TERMINATION**

Any agency may withdraw from the Suburban Mutual Assistance Response Teams agreement by notifying the Police Chiefs/Sheriffs of the other participating agencies in writing, whereupon the withdrawing agency will terminate participation ninety (90) days from the date of written notice.

Section 5. **ADOPTION**

This mutual aid agreement shall be in full force and effect with the passage of approval of a companion ordinance or resolution by all participating municipalities, in manner provided by law, and in the signing of this agreement by the [municipal official] or other governing body of the municipality.

IN WITNESS WHEREOF, this agreement has been duly executed by the following parties On the _____ Day of _____, _____:

__ Racine County _____

[Municipality]

[County Executive]

[Sheriff]

ATTEST:

[County Clerk]

AGENCY

BAYSIDE	WATERFORD TOWN
BROOKFIELD CITY	WAUKESHA CITY
BROOKFIELD TOWN	WAUKESHA COUNTY
BROWN DEER	WAUWATOSA
BURLINGTON	WEST ALLIS
BUTLER	WEST MILWAUKEE
CALEDONIA	WHITEFISH BAY
CHENEQUA	
CUDAHY	
DELAFIELD	
FOX POINT	
FRANKLIN	
GLENDALE	
GREENDALE	
GREENFIELD	
HALES CORNERS	
HARTLAND	
MENO FALLS	
MILW CO SO	
MOUNT PLEASANT	
MUKWONAGO	
MUSKEGO	
NEW BERLIN	
OAK CREEK	
OCONOMOWOC CITY	
OCONOMOWOC TOWN	
PEWAUKEE VILLAGE	
RACINE CITY	
RACINE COUNTY	
RIVER HILLS	
SAINT FRANCIS	
SHOREWOOD	
SOUTH MILWAUKEE	
STATE FAIR	
STATE PATROL	
STURTEVANT	
SUMMIT	
UW MILWAUKEE	

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

DEFINITIONS AND OPERATING PROCEDURES

PURPOSE

The Suburban Mutual Assistance Response Teams (S.M.A.R.T.) is a law enforcement mutual aid system operating in Southeastern Wisconsin.

The purpose of S.M.A.R.T. is:

1. To provide immediate extra law enforcement officers and equipment at the scene of law enforcement emergencies.
2. To provide for automatic and systematic response of law enforcement officers.
3. To provide for contractual responsibilities and liabilities.
4. To provide broad area coverage.
5. To foster a cooperative spirit for law enforcement emergency planning.
6. As a general rule, mutual aid personnel will supplement the requesting agency's forces, and as such, should not be assigned to hazardous duties when adequate personnel from the requesting agency exists.

S.M.A.R.T. does not relieve a community of its responsibility to provide adequate personnel and equipment for day- to-day law enforcement operations. Each community has its first line of defense and its reserves. A community may only resort to S.M.A.R.T. when a law enforcement emergency has caused its law enforcement agency to exceed its own routine capabilities.

DEFINITIONS

Aiding Agency - An agency furnishing law enforcement officers and equipment to a requesting agency.

Incident - A situation that potentially threatens or causes loss of life and/or property or exceeds the physical and organizational capabilities of a law enforcement agency. Generally, the word "Incident" within this document refers to situations (emergencies) connected to a law enforcement response to severe storms, floods, hazardous material incidents, transportation accidents, large fires, public disorders, major crimes, barricaded subjects, hostage situations, searches, traffic control, terrorist activities and other similar occurrences.

Mutual Aid - A prearranged written agreement and plan whereby regular response and assistance is provided in the event of incidents from a requesting agency by the aiding agency in accordance with the law enforcement incident assignments as developed by the Police Chiefs/Sheriffs of the participating law enforcement agencies.

S.M.A.R.T. Dispatcher - Pre-determined law enforcement communications centers responsible for the coordination and assignment of law enforcement mutual aid personnel under this plan. The Primary Dispatch Center will handle most requests for mutual aid. The Alternate Dispatch Center will handle the activities should the primary dispatcher become involved in an incident or be unavailable.

Police Incident Area - A geographic area in which a Police Incident Location exists.

Police Incident Assignment Sheet - A form used by S.M.A.R.T. dispatchers to record the response to a mutual aid request.

Police Incident Card - A printed form containing details of personnel to respond to a specific law enforcement plan level request. It includes a series of law enforcement response levels (Plans) designed to meet the needs of varying degrees of incidents (emergencies).

Law Enforcement Officer - Any person as defined in Section 165.85(2)(c), Wis. Stats., and who is on full and unrestricted duty status.

Squad Car - A law enforcement vehicle that is equipped with mounted or portable warning lights and has communications equipment.

Staging Area - A predetermined location outside the immediate incident area where law enforcement personnel and equipment will assemble.

Staging Area Coordinator - An officer assigned to coordinate activities at the staging area.

THE POLICE INCIDENT CARD

The Police Incident Card consists of a series of personnel response levels designed to meet the needs of varying degrees of emergencies. At the same time, the plan insures that aiding agencies maintain adequate personnel levels in their own communities.

A S.M.A.R.T. Level 1 Incident requires five (5) law enforcement officers to respond to a staging area. If an incident continues to escalate and more personnel are needed, the aiding agency can initiate additional levels. Each level brings five (5) additional officers and squad cars to the staging area.

The Police Incident Card contains the following information:

1. Agency Name and Phone Number - The name and phone number of the agency for which the Police Incident Card was developed.
2. Police Incident Assignments – A chart which lists eight (8) Police Incident Plan levels.
3. Police Incident Staging Areas - A listing of up to four (4) locations (staging areas) within the jurisdiction. Each area is identified by a unique designator. A staging area name, address and location description is provided for each staging area.

REQUESTING A S.M.A.R.T. RESPONSE

1. The shift commander is authorized to request a S.M.A.R.T. response of any level which, in their opinion, is required to bring a situation under control.
2. After determining the scope of the incident and Plan level needed to bring the situation under control, the requesting community, through its law enforcement dispatcher, will immediately contact the S.M.A.R.T. dispatcher and provide the following information:
 - A. THE NAME OF THE REQUESTING AGENCY AND SUPERVISOR.
 - B. THE POLICE INCIDENT STAGING AREA NUMBER REQUESTED.
 - C. THE POLICE INCIDENT PLAN LEVEL REQUESTED.
 - D. THE NATURE OF THE INCIDENT.
 - E. ANY OTHER SPECIAL DETAILS OR INSTRUCTIONS FOR RESPONDING PERSONNEL.
3. Extraordinary Events

Pre-approval by the President of SMART or his/her designee is required for activation of SMART for any preplanned extraordinary events (i.e. dignitary protection). The President will take into account the requesting agencies resources and that County's Sheriff Office has also been depleted by the same event and they are not able to fill the need of the requesting agency.

S.M.A.R.T. DISPATCHER RESPONSIBILITIES

1. If the Primary S.M.A.R.T. Dispatcher's community is involved in the incident or is unavailable, the Alternate S.M.A.R.T. Dispatcher will assume responsibility for coordinating the notifications.
2. The S.M.A.R.T. Dispatch center will contact the Waukesha County Communications Center (WKCC) and request the "S.M.A.R.T. Patch" and announcement.
3. The S.M.A.R.T. Dispatcher will check the corresponding Police Incident Card and notify those departments due to respond to the requesting agency's incident by means of the preformatted TTY message.

CANCELLATION OF S.M.A.R.T. CALL-OUT

Prior to the arrival of any or all of the SMART officers requested, the requesting agency Incident Commander or their designee will notify the SMART dispatch center by phone the need to cancel the response.

Once notification has taken place, The Center will immediately send a group administrative message to the responding agencies. The content of the preformatted message is:

"If your Department was requested to respond to a SMART call-out today at the _____ P.D. at approximately _____ you can cancel your responding squad.

If you have any questions regarding this cancellation contact _____ P.D. Direct any and all questions or comments to the requesting agency and only that agency."

AIDING AGENCY DISPATCHER RESPONSIBILITY

1. **SMART Incident Assignment TTY Request (NOT A TEST)**
Primary SMART dispatch center - West Allis has established a preformatted message as the official means of notification of an actual SMART Incident Assignment Request (NOT A TEST).
2. Aiding agencies that receive the Incident Assignment Request message will be required to acknowledge or respond by TTY that they have received the notification and actually can or cannot deploy one of their squads to the staging area to satisfy the actual callout requirement. It is consistent with the goals and the spirit of the SMART organization agreement that the TTY response will occur within **5 minutes of receipt**.

If no response is received, the SMART dispatch center will follow up with a phone call at that point to clarify that the original TTY was received by the aiding agency.

PROCEDURES FOR RESPONDING TO A REQUEST BY OFFICERS

1. Unless otherwise directed, each law enforcement officer assigned to respond to a Police Incident will respond in uniform in a squad car. No law enforcement officer will respond to a mutual aid request unless directed by his/her agency.
2. **ALL RESPONSES BY AIDING AGENCIES SHALL BE NON-EMERGENCY ONLY! NO EXCEPTIONS.**
3. Responding law enforcement officers shall be properly equipped for extended duty and changing weather conditions.

RADIO COMMUNICATIONS

Interoperability is a critical issue at any major event and interoperability is available for all agencies who have access to the 800 MHZ radio systems in both Milwaukee and Waukesha Counties. Agencies are urged to use the Countywide talk groups in Milwaukee County and SMART 1 or 2 in Waukesha County. This should be done after arrival at the staging area and upon the command of the Staging Area Coordinator.

OPERATIONS AT THE STAGING AREA

1. The requesting agency will assign an officer to act as the Staging Area Coordinator. The Staging Area Coordinator will report to the Staging Area and deploy the S.M.A.R.T. personnel as requested by the Incident Commander.
2. The staging area coordinator will create and maintain an assignment record for officer safety and accountability purposes.
3. The responding personnel shall remain at the staging area until deployed or released by the staging coordinator.
4. The staging area coordinator is in command of the staging area, and all responding officers are under the command of the staging area coordinator. Once deployed to a specific task, that officer shall then be under the command of the Incident Commander or designee.

OPERATIONS AT THE EMERGENCY SITE

1. The initial responsibility of the requesting agency at the incident site is to evaluate the extent of the emergency situation and take immediate steps to insure that adequate law enforcement personnel and equipment are made available.

2. The Incident Commander of the requesting agency shall assume full responsibility and command for operations at the scene. The Incident Commander will assign personnel and equipment of the aiding agency to positions when and where he/she deems necessary. Some suggested uses of mutual aid personnel are:
 - a. Provide care and aid to injured
 - b. Search and rescue operations
 - c. Evacuation
 - d. Traffic and crowd control
 - e. Perimeter security
 - f. Maintain regular law enforcement service
3. As a reminder, mutual aid personnel will supplement the requesting agency's forces, and as such, should not be assigned to hazardous duties when adequate personnel from the requesting agency exists.
4. Due to differences in ten-signals, plain text will be used in contrast to codes and ten-signals.
5. When possible, the Incident Commander or his/her designee should call the responding agency and advise how long they will be keeping their personnel.

TERMINATING A S.M.A.R.T. RESPONSE

1. The Incident Commander of the requesting agency shall insure that mutual aid personnel are released and returned to duty in their own communities as soon as the situation is restored to the point which permits the requesting municipality to satisfactorily handle it with its own resources.
2. Whenever the Incident Commander determines S.M.A.R.T. officers are no longer needed, the Incident Commander shall terminate the S.M.A.R.T response. Notice of said termination shall be made to the S.M.A.R.T. dispatcher.
3. The order in which personnel are returned to duty in their own communities is at the discretion of the Incident Commander.

TESTING PROCEDURES

It is very important to test the system and ensure that the many different agencies and their employees have a keen understanding on how to request and respond to a request. Therefore, it is important to practice the process and at times the actual response.

The organization has established a monthly test of the request portion of the process. This will be conducted once a month in both the Milwaukee County and the Waukesha County portions of the system. A bi-annual test of the actual physical response for each county has also been established. Those testing procedures are outlined below.

1 Monthly TTY Test

The primary and secondary dispatch centers for the organization will be responsible for conducting the monthly TTY test. The centers will advise the President of problems or issues encountered with each test.

Primary SMART dispatch center, West Allis, has established a preformatted message as the official means of notification for the monthly test. The text message will be sent to all of the Level 1 and 2 aiding agencies identified on the requesting agency's "Police Incident Card".

Aiding agencies that receive the monthly TTY test message will be required to acknowledge or respond by TTY that they have received the notification and would or would not have been able to send a squad if this would have been a real activation. No other action is needed by the aiding agency. It is consistent with the goals and the spirit of the SMART organization agreement that the TTY response will occur within **5 minutes of receipt.**

If no response is received, the SMART dispatch center will follow up with a phone call at that point to clarify that the original TTY was received by the aiding agency.

2. **Physical Response SMART Test (mandatory squad response to staging area)**

Each agency will take a turn as the host agency for this Physical Response Test. Selection of the host agency for the upcoming period will take place at the bi-yearly S.M.A.R.T. meeting. A summary of the test will be completed by the testing agency and results presented at the next meeting of the members. It is important to actually deploy the responding agencies and test the radio communications with each of the units before their release.

Primary SMART dispatch center, West Allis, has established a preformatted message (see sample attachment #2) as the official means of notification of the semi-annual Physical Response SMART test. This preformatted message is uniquely marked at the top from other SMART messages to avoid undo confusion.

Aiding agencies that receive the Physical Response SMART Test message will be required to acknowledge or respond by TTY that they have received the notification and actually deploy one of their squads to the staging area to satisfy the Physical Response SMART test requirements. It is consistent with the goals and the spirit of the SMART organization agreement that the TTY response will occur within **5 minutes of receipt.**

If no response is received, the SMART dispatch center will follow up with a phone call at that point to clarify that the original TTY was received by the aiding agency.

MONTHLY TTY TEST TEMPLATE

**MUST CALL WAUKESHA COMMUNICATIONS CENTER TO ACTIVATE THE
"PRE-ALERT NOTIFICATION" PRIOR TO SENDING OUT THE TTY**

--COMMUNICATIONS CENTER—TTY Response required within 5 minutes

Reference: Monthly S.M.A.R.T. Test (TTY only)

Requesting Agency: _____

Supervisor Requesting Response: _____

Staging Area: _____ (check S.M.A.R.T. Manual for detailed location)

Response Level: _____

Incident Description: TTY TEST ONLY _____

Special Instructions:

*Traffic problems: _____

*Equipment needed: _____

****Dispatch, please respond immediately by TTY to acknowledge receipt and whether of not your agency would have been able to send a marked squad as required.**

Any pertinent questions regarding this TTY, please call _____

Dispatcher: _____

PHYSICAL RESPONSE TEST TEMPLATE

**MUST CALL WAUKESHA COMMUNICATIONS CENTER TO ACTIVATE THE
"PRE-ALERT NOTIFICATION" PRIOR TO SENDING OUT THE TTY**

--COMMUNICATIONS CENTER—TTY Response required within 5 minutes

Reference: Physical Response S.M.A.R.T. Test (Mandatory response to staging area)

Requesting Agency: _____

Supervisor Requesting Response: _____

Staging Area: _____ (check S.M.A.R.T. Manual for detailed location)

Response Level: _____

Incident Description: PHYSICAL RESPONSE TEST, Squad to be sent to staging area.

Special Instructions:

*Traffic problems: _____

*Equipment needed: _____

****Dispatch, please respond immediately by TTY to acknowledge receipt of this message as well as if your agency will or will not be able to send a marked squad as required.**

Any pertinent questions regarding this TTY, please call _____

Dispatcher: _____

INCIDENT ASSIGNMENT REQUEST TEMPLATE

**MUST CALL WAUKESHA COMMUNICATIONS CENTER TO ACTIVATE THE
“PRE-ALERT NOTIFICATION” PRIOR TO SENDING OUT THE TTY**

--COMMUNICATIONS CENTER—TTY Response required within 5 minutes

Reference: S.M.A.R.T. Incident Assignment Request (NOT A TEST)

Requesting Agency: _____

Supervisor Requesting Response: _____

Staging Area: _____ (check S.M.A.R.T. Manual for detailed location)

Response Level: _____

Incident Description: _____

Special Instructions:

*Traffic problems: _____

*Equipment needed: _____

****Dispatch, please respond immediately by TTY to acknowledge receipt of this message as well as if your agency will or will not be able to respond with a marked squad and ETA.**

Any pertinent questions regarding this TTY, please call _____

History:

Adopted: 5/94

Revised: 9/94

Revised: 6/00

Revised: 4/06

Revised: 10/07

Revised: 10/08

BY-LAWS OF THE

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

"The purpose of these By-Laws is to establish a governing board as required by Section 3G of the Intergovernmental Service Agreement, and the rules under which the governing board shall operate."

Article I - Authority

The Suburban Mutual Assistance Response Teams were established by an intergovernmental service agreement in 1993. System membership is in full force and in effect with the passage and approval of a companion resolution by all participating agencies, in the manner provided by law, and in the signing of the intergovernmental agreement by the Village President, City Mayor, County Sheriff, Town Board Chairman, or memorandum of understanding on the part of a state agency.

Article II - Purpose

S.M.A.R.T. is organized to provide a system of mutual aid among participating law enforcement agencies. The purpose is explicit in the "intergovernmental agreement" reading as follows:

"This agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement agency to deal with effectively in terms of personnel, equipment and available resources. Each agency identified on Appendix 1 expresses its intent to assist the other agencies identified on Appendix 1 by assigning some of its personnel, equipment and available resources to a requesting agency as resources and situations allow. The specific intent of this agreement is to permit the law enforcement agency of each municipality to more fully safeguard the lives, persons, and property of all citizens."

Article III Extraordinary events

Pre-approval by the President of SMART or his/her designee is required for activation of SMART for any pre-planned extraordinary events (i.e. dignitary protection). The President will take into account the requesting agency's resources and that the County Sheriff's Office has also been depleted by the same event and they are not able to fill the need of the requesting agency.

Article IV - Membership

Section 1 Before any agency may become a member of S.M.A.R.T., its membership must be approved by the Board of Directors. Membership shall be limited to Wisconsin law enforcement agencies, as defined by Wisconsin Statutes.

Section 2 Board of Directors will, by a majority vote, approve or disapprove the membership of any requesting agency after the submission of approved application form and the recommendations of an active S.M.A.R.T. member.

Section 3 When considering membership, the Board of Directors shall consider all factors including:

- a. Agencies' capabilities of providing or being resources to the S.M.A.R.T. communities.
- b. Geographic proximity to other S.M.A.R.T. agencies.

Section 4 Applicants shall become members upon the approval of the Board of Directors, the execution of the Intergovernmental Agreement by the corporate authority of the applicant agency, and the payment of applicable membership fees.

Section 5 Members who fail to meet their obligations in accordance with the Intergovernmental Agreement or with these By-Laws may be excluded from membership by a 2/3 vote of the Board of Directors.

Section 6 By a 2/3 vote of the Board of Directors, any agency found responsible of any behavior detrimental to law enforcement or whose continued membership would prove detrimental to S.M.A.R.T., shall be suspended or expelled from membership. Before any member may be suspended or expelled, the member will be notified of the hearing and shall have a right to appear before the Board.

Article V - Membership Fees/Dues

Section 1 Each participating agency will be required to pay a one-time registration fee of \$100.

Section 2 In the event that a special assessment should become necessary for unanticipated costs, this special assessment must first be approved by a majority vote of the membership.

Article VI - Officers of Suburban Mutual Assistance Response Teams

Section 1 The officers of S.M.A.R.T. shall consist of a President, Vice President, and Secretary/Treasurer. They shall have been a member in good standing for at least one year prior to their election.

Section 2 The President, Vice President, and Secretary/Treasurer shall hold office for a term of two (2) years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be re-elected for additional terms of office. The election shall be held at the first meeting of each even numbered calendar year.

- Section 3 Nominations shall be taken from the floor. Any active member of S.M.A.R.T. may make nominations.
- Section 4 Election shall be by ballot. If there is only one nominee for each office, election may be by voice vote. A majority shall elect on the first ballot. In the event no candidate receives a majority vote, a second ballot shall be taken between the two candidates receiving the highest number of votes. Elected officers shall be installed immediately following the elections and shall assume their duties of office at that time.
- Section 5 The term of any member of the Board of Directors shall terminate immediately after the person's status as a member of a participating S.M.A.R.T. agency ceases. Any vacancy occurring as a result of a member of the Board of Directors vacating their term of office shall be filled by a special election held at a special meeting of the general membership called by the President or, in his absence, the Vice President.

Article VII- Board of Directors

- Section 1 The Board of Directors of S.M.A.R.T. shall consist of the President, Vice President, Secretary/Treasurer, and the two (2) active members (one from Milwaukee County, one from Waukesha County) elected at the general meeting of each even numbered calendar year. A member of the senior staff (or delegate) of each SMART dispatch center (2) shall also be voting members of the Board of Directors.
The Board of Directors shall serve for a two-year period. All directors must be the CEO or official designee of a participating S.M.A.R.T. agency.
- Section 2 The Board of Directors shall have the authority to take all appropriate actions and to perform all duties required to accomplish the stated purpose of S.M.A.R.T.
- Section 3 The Board of Directors shall convene at a time and place as specified by the President. The President shall preside at the meetings of the Board of Directors and conduct business for S.M.A.R.T. The membership will be updated on all Board activities at each regularly scheduled S.M.A.R.T. meeting.
- Section 4 Four (4) members of the Board of Directors shall constitute a quorum.
- Section 5 Objections to rules or actions by Board of Directors may be made by any member. Objections by members will be brought to a vote by the general membership in attendance and decided by a majority vote.
- Section 6 The Board of Directors shall promulgate an operational plan (Definitions and Operating Procedures) for giving and receiving aid under the provisions of the Intergovernmental Service Agreement.

Article VIII - Duties of the Directors

- Section 1 The President shall preside at all general meetings of S.M.A.R.T., and may delegate administrative responsibilities for the daily operations of S.M.A.R.T.
- Section 2 The Vice President shall serve as an assistant to the President, and in the absence or inability of the President, shall perform the duties of that office. If a vacancy occurs in the office of the President, the Vice President shall succeed in that office for the remainder of the term. The Secretary/Treasurer will serve as third in line of succession.
- Section 3 The Secretary/Treasurer shall keep a record of the proceedings of all meetings for S.M.A.R.T. He/she shall carry on all official correspondence of the Association under the direction of the Board of Directors and provide to each member the official minutes of all general membership meetings.
- Section 4 The Secretary/Treasurer shall receive all monies of S.M.A.R.T. and shall be custodian of all funds; these funds to be deposited in a financial institution approved by the Board of Directors. The Secretary/Treasurer shall give a full financial report at the General Membership Meeting. The Secretary/Treasurer shall also sign checks and perform such other duties as usually pertain to the office.

Article IX - Compensation

- Section 1 Officers and members of the Board of Directors shall serve without compensation.
- Section 2 The Board may approve compensation, as needed, for all other professional services required by S.M.A.R.T.

Article X - Disbursements

- Section 1 Any disbursement of funds must be reviewed by the S.M.A.R.T. President and approved by the Secretary/Treasurer and reported to the Board of Directors. Disbursements in excess of \$250 must be first approved by the Board of Directors.

Article XI - Meetings

- Section 1 General S.M.A.R.T. meetings shall be held semi-annually at such date, time and place as shall be determined by the Board of Directors.
- Section 2 The Board of Directors shall meet when determined by the President.
- Section 3 The Board may suspend meetings if they are in conflict with other law enforcement activities.

- Section 4 Special meetings may be called by the President and/or the Board of Directors if S.M.A.R.T. business so dictates.
- Section 5 All matters put to a vote at a general meeting shall be decided by a majority vote of the active members present. Each agency has one (1) vote. The Chief Executive Officer or his/her designee may vote.
- Section 6 Ten (10) active members shall constitute a quorum at a general meeting. Four (4) active members shall constitute a quorum at Board of Directors meetings.
- Section 7 All matters put to a vote at a Board of Directors meeting shall be decided by a majority vote of the Directors.

Article XII - Committees

- Section 1 The President shall create such committees as are deemed necessary to accomplish the purpose and the needs of S.M.A.R.T.

Article XIII - Fiscal Year

- Section 1 The fiscal year of S.M.A.R.T. shall be from January 1 to December 31.

Article XIV - Amendments

- Section 1 These By-Laws may be amended at any general or special membership meeting of S.M.A.R.T. by a majority vote of only those Chief Executive Officers present, providing the amendment shall have been sent to the membership at least 15 days prior to the meeting.
- Section 2 Prior to the meeting at which the amendment is to be considered, the Board shall consider the proposed amendment and report its recommendations to the membership prior to their vote upon the proposed amendment.

Article XV - Property

- Section 1 The legal and equitable title of all property shall remain with S.M.A.R.T.
- Section 2 The records of S.M.A.R.T. shall be kept based upon the following schedule:
- Historical Incorporation Documents-Lifetime
 - Financial Record Documents-Lifetime
 - All other documents-7 Years

Article XVI - Dissolution

- Section 1 If at any regular or special meeting called for the purpose of dissolution, three-fourths of the active membership vote in favor of dissolution of S.M.A.R.T., S.M.A.R.T. shall be dissolved within 60 days of such vote.
- Section 2 Immediately after a vote favoring dissolution, the Board of Directors shall proceed to settle any financial obligations pending against S.M.A.R.T. and to dispose of all property held.
- Section 3 All funds and property remaining after all claims have been settled shall be turned over to the Board for disposal.
- Section 4 The property may be offered for purchase to members via sealed bid, as determined by the Board. If the property is not purchased or bids refused, then it shall be turned over to such non-profit, tax exempt organizations as selected by the Board.
- Section 5 All S.M.A.R.T. funds remaining shall be evenly distributed by the Board to all members of good standing.

Article XVII - Effective Date

These By-Laws shall be in full force and effect from and after their passage and approval at a general meeting of the Suburban Mutual Assistance Response Teams.

AYES: 9 /NAYS: 0

PASSED this 18th day of April, 2012

APPROVED this 18th day of April, 2012

APPROVED:

Chief Robert J. Rosch President

ATTEST:

Inspector Steve Marks, Secretary

History:

Adopted: 5/17/94

Revised: 6/01/00

Revised: 4/12/06

Revised: 4/21/10

Revised: 4/18/12