

MEMORANDUM OF AGREEMENT

Between

THE MICHIGAN DEPARTMENT OF STATE POLICE

And

THE DETROIT POLICE DEPARTMENT

PARTIES

This Memorandum of Agreement is entered by and between the Michigan Department of State Police (MSP) and the Detroit Police Department (DPD). The MSP and the DPD are collectively referred to as "the Parties."

PURPOSE

The Parties recognize that they have concurrent jurisdiction with the city of Detroit, the DPD as the primary law enforcement agency within the city and the MSP as the state of Michigan's law enforcement agency of general statewide jurisdiction. The purposes of this agreement are to facilitate cooperation between the Parties, to ensure efficient use of MSP resources in a way that benefits the city of Detroit, and to outline in general terms specific areas of cooperation and jurisdictional responsibilities.

SCOPE OF AGREEMENT

This agreement is intended to establish the general framework between the parties concerning the following specific areas of cooperation:

1. Homicide task force
2. Freeway patrol and incident response
3. Critical incident response

The Parties agree that regular cooperation will continue in areas outside the scope of this agreement. Such cooperation may occur informally on a case-by-case basis, or formally in task forces or operations not addressed herein but established by separate agreement.

HOMICIDE TASK FORCE

The Parties agree to operate a homicide task force located in DPD office space at Detroit Public Safety Headquarters.

1. Staffing. The Parties will each assign at least five full time officers to the task force, with at least one from each department being a lieutenant.

2. Mission: The homicide task force shall have primary responsibility for investigating the following incidents:

- a. Homicides with three or more victims in which one or more is deceased.
- b. Homicides with a victim 13 years of age or younger.
- c. Officer-involved shootings in which at least one citizen is struck by gunfire.
- d. Shooting incidents in which a police officer is struck by gunfire.
- e. Other serious, complex, or high-profile criminal matters upon mutual agreement of the DPD deputy chief under whom the homicide task force falls and the MSP inspector in charge of investigations, or higher authority from either department.

3. Administrative Matters

- a. The lieutenants assigned from each department shall jointly supervise the task force.
- b. The lieutenants shall jointly establish operational procedures for the task force, including procedures addressing work schedules, case assignments, and case supervision.
- c. Task force reports shall be written in the DPD's records management system.
- d. Evidence and other property in the custody of the task force shall be maintained using the DPD's property management systems.
- e. Investigative resources used in support of task force operations (e.g., evidence technicians, intelligence analysts) shall be determined by officers in charge of each case.
- f. Grant funding secured by either department for the operation of the task force shall be distributed between participating agencies in an equitable manner as determined by the signatories to this agreement.

FREEWAY PATROL AND INCIDENT RESPONSE

- 1. The Parties agree that the MSP will have primary responsibility for patrolling, policing traffic crashes, and responding to and investigating criminal activity on freeways within the City of Detroit.
- 2. The DPD agrees that their communications centers receiving calls for service or crime reports occurring on freeways shall transfer those calls to the MSP's Detroit Regional Communications Center for dispatching of MSP resources.
- 3. When practical, a DPD detective will be assigned to assist MSP detectives with the investigation of violent crimes occurring on a freeway. In cases in which a DPD detective is unavailable, the MSP will take appropriate steps to ensure the DPD has needed information about freeway incidents.

4. In order to reduce waste and improve efficiency, cases in which incident venue is not initially clear shall remain the investigative responsibility of the initial responding Party unless otherwise mutually agreed by at-scene supervisors.
5. The Parties will endeavor to work jointly as necessary regardless of incident location; the MSP will assist the DPD as needed in non-freeway incidents and the DPD will assist the MSP as needed on freeway incidents.

CRITICAL INCIDENT RESPONSE

In order to ensure efficient, transparent investigations of officer-involved critical incidents, the Parties agree to the following:

1. Officer-involved shootings: Shooting incidents in which an officer discharges a firearm and any person is struck by gunfire will be investigated by the Homicide Task Force as described above.
2. Critical uses of force: Any officer-involved use of force incident in which a citizen is seriously injured or killed will be investigated by the Homicide Task Force.
3. Fatal vehicle crashes: Vehicle crashes involving an on-duty employee of one of the Parties will be investigated by the involved-employee's department. Fatal crashes by a non-party police agency will be investigated by the DPD if the incident occurs on non-freeway roadways, and by the MSP if it occurs on a freeway.
4. Incidents outside of Detroit: Incidents described in the section involving a DPD employee but occurring outside the City of Detroit will be investigated as detailed above, with the MSP providing sufficient investigative support to ensure proper jurisdiction.
5. Investigative assignments: The investigating officer in charge (OIC) of incidents in which joint investigations are conducted (i.e., those handled by the Homicide Task Force) shall be determined as follows:
 - a. When the incident involves only MSP employees, a DPD member will serve as the OIC
 - b. When the incident involves only DPD employees, an MSP member will serve as the OIC
 - c. When the incident involved members of both Parties or a non-party agency, the OIC will be assigned on a rotational basis as determined by Homicide Task Force procedures

DISCLAIMERS

This MOU does not create a joint venture or legal partnership among the Parties. No Party has the authorization or right to bind any other Party to any obligation without such Party's express written consent. It is not the intent of the Parties that this document will constitute a contract or provide the basis for a legal claim by any Party.

ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written.



Col. Joseph M. Gasper, Director
Michigan State Police

10/15/19
Date



Chief James E. Craig, Chief of Police
Detroit Police Department

11/26/19
Date