



CITY COUNCIL AGENDA ITEM

Date: December 3, 2014

To: Brian Kischnick, City Manager

From: Gary G. Mayer, Chief of Police *ggm*
Michael D Szuminski, Sergeant *ms*

Subject: Amended Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT) with Auburn Hills Police Department, Bloomfield Township Police Department and Bloomfield Hills Police Department

History

The Troy Police Department Traffic Safety Specialists are responsible for investigating serious injury and fatal crashes that occur within the City of Troy. This specialty started in the 1970's and was comprised solely of trained Troy Police Officers. On October 11, 2010, the Troy City Council approved an Interlocal Agreement (Resolution #2010-10-226) improving the efficiency of the Traffic Safety Specialists by allowing them to become a cooperative concept through the addition of similarly trained and qualified officers from the Auburn Hills and the Bloomfield Township Police Departments. This cooperative effort became known as the Troy Police Department Crash Investigation Team (CIT).

Recently, the Bloomfield Hills Police Department has expressed an interest in committing similarly trained and qualified officers to become members of CIT. Additionally, there is agreement among all existing members to change the name of CIT to the South Oakland County Crash Investigation Team (SOCCIT).

A resolution by the City Council exercising approval of the Amended Interlocal Agreement and Binder between the City of Troy, the City of Auburn Hills, the Township of Bloomfield and the City of Bloomfield Hills is required.

Recommendation

It is recommended that the Amended Interlocal Agreement be approved as written.

City Attorney's Review as to Form and Legality

L-Grigg Bluhm
Lori Grigg Bluhm, City Attorney

12/8/2014
Date

INTERLOCAL AGREEMENT
FOR PARTICIPATION IN THE SOUTH OAKLAND COUNTY
CRASH INVESTIGATION TEAM (“SOCCIT”)

THIS INTERLOCAL AGREEMENT entered into by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (“Troy”), the City of Auburn Hills, 1827 North Squirrel Rd., Auburn Hills, Michigan 48326 (“Auburn Hills”), the Charter Township of Bloomfield, 4200 Telegraph Rd., Bloomfield Hills, Michigan 48303 (“Bloomfield”) and the City of Bloomfield Hills, 45 East Long lake Road, Bloomfield Hills, Michigan 48304 (“Bloomfield Hills”), all located in the County of Oakland, State of Michigan, collectively referred to as Participating Agencies or the “Parties”, and/or individually as “Participating Agency” or “Party” shall govern participation in the South Oakland County Crash Investigation Team (hereafter “SOCCIT”).

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, being MCLA 124. 501, et. seq. provides that public agencies may exercise jointly any power, privilege, or authority that each Participating Agency may exercise separately; and,

The Parties have decided that it is in the best interests of such local governmental unit to participate in the South Oakland County Crash Investigation Team, to exercise such additional powers, functions, duties, and responsibilities granted to the SOCCIT and imposed upon it by this Agreement; and,

The Parties endeavor to realize and benefit from each other’s Police Department’s accumulated expertise and recognize substantial savings in time,

effort, and expenses to each individual governmental unit by participating in the SOCCIT; and,

The Parties share concerns regarding the impact of traffic crashes on the commuting public and businesses within each community and the positive outcomes of an efficient crash investigation

The Parties endeavor to realize and benefit from each officer's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Participating Agency by participating in the SOCCIT,

Therefore, in consideration of the foregoing, the Parties agree to this Interlocal Agreement as set forth below.

AGREEMENT

Based upon the foregoing statements, the Participating Agencies agree to the following terms, conditions, representations, considerations and acknowledgements and mutually agree as follows:

1. SOCCIT will perform the activities and duties described below:
 - a. Combine officers from each jurisdiction when possible to assist with the investigation of fatal crashes.
 - b. Combine officers from each jurisdiction when possible to assist with the investigation of serious injury crashes resulting in serious impairment of a body function where there is the probability of criminal prosecution. Serious impairment of a body function is defined in section 257.58c of the Michigan Motor Vehicle Code, as amended.
 - c. Combine officers from each jurisdiction when possible to assist with the investigation of a large scale crash such as a multi vehicle pileup on a freeway.
 - d. SOCCIT officers will attend combined training sessions to maintain proficiencies in various areas of crash investigation.
 - e. Evaluate opportunities to reduce costs to each Participating Agency by sharing expenses regarding the purchase of crash investigation equipment.

2. To accomplish the objectives of SOCCIT, the Participating Agencies agree to detail at least one (1) officer with advanced accident investigation training when requested by a Party to this agreement. During this period of assignment, the Participating Agency having jurisdiction where the crash occurred shall maintain all supervisory responsibilities for the crash scene.

- a. Crash investigation officers assigned to SOCCIT shall work under the authority of the requesting Participating Agency having jurisdiction over the crash scene.
- b. Officers assigned to SOCCIT shall have received certification in Accident Investigation level I and II at a minimum.
- c. The Participating Agency having jurisdiction over the crash scene where any alleged misconduct has taken place will conduct investigations of misconduct by SOCCIT personnel and will assist each Participating Agency by investigating any allegations of misconduct by a SOCCIT officer relating to his or her SOCCIT activities. Any finding of misconduct by a SOCCIT officer will be referred to the respective Participating Agency for appropriate administrative action.

3. Each Participating Agency will provide their own office space and necessary resources for their own SOCCIT officers to finalize their investigation and storage of their respective agencies crash investigation equipment.

4. In no event will any Participating Agency to this agreement charge any costs to another Participating Agency covered by this agreement for the administration or implementation of this Agreement

5. No Participating Agency is obligated under this Agreement to use SOCCIT resources exclusively and is expressly allowed to seek other similar venues on an as needed basis without violating this Agreement.

6. This Agreement shall remain in effect until terminated by all of the Participating Agencies. Any Participating Agency may terminate its participation under this Agreement by giving thirty (30) days written notice to the Parties. A Participating Agency may terminate this Agreement if it is no longer in the best interest of that Participating Agency to continue the same or for any other reason.

7. Participating Agencies agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or services, activities or duties performed under this Agreement. Each Participating Agency shall be responsible for all benefits for its officers, including, but not limited to, wages, salaries, disability payments and/or benefits, pension benefits, worker's compensation claims and/or benefits, including derivative benefits, dependent benefits or other benefits relating to disability and worker's compensation, and claims for damages to or destruction of its own equipment or its officer's clothing, and claims for its own officer's medical expenses

8. Each Participating Agency agrees to be liable for, defend, pay on behalf of, indemnify, and hold harmless the other Participating Agencies, their officers, elected and appointed officials, employees and others working for that Participating Agency or its municipal entity from any third party claims, demands, suits or loss of any nature, including, but not limited to, bodily injury or death and/or property damage, which arises out of or is in any way connected with any activities or duties performed under this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.

9. The Participating Agencies agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transactions that occurred before the termination of this Agreement, shall survive termination.

10. Within ten (10) days from the execution of this Agreement, each Participating Agency shall provide a Certificate of Insurance, acceptable to the other Participating Agencies, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by activities or duties performed under this Agreement by any Party. Each Participating Agency agrees to keep said insurance coverage in full force and effect for the term of this Agreement. Each Participating Agency shall submit to the each of the other Participating Agencies, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the

other Participating Agencies. Any Certificate of Insurance shall name the other Participating Agencies as additional insureds and contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written certificate holder.”

Any Participating Agency may request a copy of said insurance certificate at any time

During this Agreement, failure to produce a certificate of insurance within twenty (20) days of a request by a Party may allow the requesting Party to terminate this Agreement.

A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to the lapsing Participating Agency at any time such a lapse in coverage exists.

11. Participating Agencies shall have the authority to determine if a non-Participating Agency police department (“Petitioning Agency”) should be allowed to join SOCCIT as a participant but only if that police department is a governmental unit of Oakland County, Michigan and only if all Participating Agencies have agreed in writing directed to the Chief of Police of the Troy Police Department to allow that Petitioning Agency to join SOCCIT. If a Petitioning Agency is unanimous approve as a Participating Agency, each current Participating Agency shall sign a Binder Agreement in the format and with the language indicated on the attached Exhibit 2. After that Binder Agreement is signed by each of the Participating Agencies, the Petitioning Agency shall present the Binder Agreement to its City Council or legislative body for approval. A signed Binder Agreement and a certified resolution indicating approval of the Binder Agreement by the legislative body with a statement in the resolution allowing the appropriate Petitioning Agency official(s) to execute the Binder Agreement, shall be given to the Chief of Police of the City of Troy. The Chief of Police of the Troy Police Department or his/her designee shall review the Binder Agreement and Certified Resolution to determine that the Petitioning Agency has complied with the requirements of this Section 11. If in the opinion of the Troy Police Department, all necessary paperwork is in order, the Troy Police Department will distribute a copy of the Binder Agreement containing each Participating Agencies signature and the authorized signature of the Petitioning Agency and a copy of the certified resolution. That Petitioning Agency shall then be designated a Participating Agency.

12. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Party. The Parties acknowledge that they have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

12. This Agreement shall be in full force and effect and is legally binding upon each Party at such time as it is signed and certified by all Parties.

13. This Agreement may be amended from time to time in writing and approved by resolution of the appropriate governing body of the Parties. The effective date of any amendment shall be the date as of which the last of the necessary Participating Agency has approved the amendment.

14. This Agreement shall remain in full force and effect and shall bind the Participating Agencies executing the Agreement and said governing body of the Participating Agencies adopting a resolution giving its approval to this Agreement until terminated as provided in this Agreement.

15. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.

16. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court, Oakland County, Michigan where jurisdiction and venue are proper.

17. The Recitals shall be considered an integral part of this Agreement.

18. The Parties agree that they shall promptly deliver to the other Parties written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Parties become aware of and which involves the performance of activities or duties under this Agreement. Unless otherwise provided by law and/or Michigan Court Rule, the Parties agree to cooperate with

one another in any investigation conducted by the other Party or Parties of any acts or performances of any activities under this Agreement.

19. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Services. All notices under this Agreement are to be sent to the Chief of Police of each of the Participating Agencies.

20. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day of _____ 2014.

CITY OF AUBURN HILLS

By: _____

Its: _____

By: _____

Its: _____

TOWNSHIP OF BLOOMFIELD

By: _____

Its: _____

By: _____

Its: _____

CITY OF BLOOMFIELD HILLS

By: _____

Its: _____

By: _____

Its: _____

CITY OF TROY

By: _____

Its: _____

By: _____

Its: _____

Exhibit 2

**BINDER AGREEMENT FOR INTERLOCAL AGREEMENT FOR PARTICIPATION
IN THE SOUTH OAKLAND COUNTY CRASH INVESTIGATION TEAM ("SOCCIT")**

THIS BINDER AGREEMENT TO INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE SOUTH OAKLAND COUNTY CRASH INVESTIGATION TEAM ("SOCCIT") is entered into by and between the City of Troy, the City of Auburn Hills the Charter Township of Bloomfield, and the City of Bloomfield Hills, all located in the County of Oakland, State of Michigan, hereafter referred to individually as "Participating Agency" or "Party" or collectively referred to as "Participating Agencies" or "Parties", and the City of _____, Michigan _____ hereafter referred to a "Petitioning Agency", also referred to as "Party" or "Parties" and the South Oakland County Crash Investigation Team shall be referred to as "SOCCIT" and any reference to "officer(s) of the "SOCCIT" shall refer to all police officer assigned to SOCCIT under this Agreement.

RECITALS

WHEREAS, there currently exist an Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team ("SOCCIT") which was entered into by a number of governmental entities ("Participating Agencies") in Oakland County, Michigan. That Agreement is authorized under the Urban Cooperation Act of 1967 and is attached hereto as Exhibit 1;

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit governmental units to exercise jointly with other governmental units any power, privilege or authority which such governmental units share in common which each might exercise separately; and

WHEREAS, for a Petitioning Agency consisting of an Oakland County governmental entity to become a Participating Agency of SOCCIT it is necessary to enter into an Agreement accepting all terms and conditions set out in the existing Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team ("SOCCIT"); and

WHEREAS, pursuant to a resolution of the Petitioning Agency's legislative body, giving the signatories on this Binder Agreement the authority to bind the Petitioning Agency to the terms and conditions set out in the Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team ("SOCCIT") as though the Petitioning Agency had signed the original Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth above and in this Agreement, the Petitioning Agency agrees to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. Certified Resolution and Execution of Binder Agreement. Prior to the execution of this Binder Agreement, Petitioning Agency has petitioned SOCCIT for participation in SOCCIT. Each Chief of Police of the Participating Agencies of SOCCIT has approved the participation of Petitioning Agency as a Participating Agency in SOCCIT as signified by their signatures on this Binder Agreement for Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team ("SOCCIT"). To make participation effective, the Petitioning Agency shall obtain a Certified Resolution of the Petitioning Agency's City Council or legislative body approving this Binder Agreement and authorizing the appropriate signatories to execute this Binder Agreement. Petitioning Agency agrees to submit a signed executed copy of this Binder Agreement to the Chief of Police of the Troy Police Department. The Troy Police Department shall distribute a copy of a fully executed Binder Agreement and a copy of the Certified Resolution of the Petitioning Agency to each Participating Agency within a reasonable time after receipt of those documents. Failure to execute the Binder Agreement and provide a Certified Resolution to the Chief of Police of the Troy Police Department within ten (10) days of execution of the Binder Agreement and passage of the resolution shall revoke any offer to allow participation in SOCCIT as set out in this Agreement.

2. Agreement to be Bound by Terms and Conditions in Existing Interlocal Agreement For Participation in the South Oakland County Crash Investigation Team. Petitioning Agency acknowledges that it has been given a copy of the existing Interlocal Agreement For Participation in the South Oakland County Crash Investigation Team which is attached hereto as though fully set out herein as Exhibit 1 and that it has read and agrees to be bound by each and every terms and conditions contained therein.

3. Counterpart Signatures. This Agreement may be signed in counterpart. The counterpart taken together shall constitute one (1) agreement

IN WITNESS WHEREOF, this Agreement is executed by the Petitioning Agency.

WITNESSES:

CITY OF _____,
PETITIONING AGENCY

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

CITY OF AUBURN HILLS

TOWNSHIP OF BLOOMFIELD

By: _____
Its: Chief of Police

By: _____
Its: Chief of Police

Dated: _____

Dated: _____

CITY OF BLOOMFIELD HILLS

CITY OF TROY

By: _____
Its: Chief of Police

By: _____
Its: Chief of Police

Dated: _____

Dated: _____