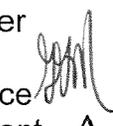




CITY COUNCIL AGENDA ITEM

Date: June 1, 2016

To: Brian Kischnick, City Manager

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

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

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). On December 15, 2014 City Council approved an amended Interlocal Agreement (Resolution #2014-12-164) adding the Bloomfield Hills Police Department to the agreement and changing the name of CIT to the South Oakland County Crash Investigation Team (SOCCIT).

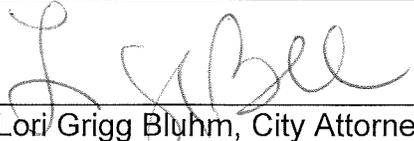
The City of Birmingham Police Department has expressed interest in committing similarly trained and qualified officers to become members of SOCCIT.

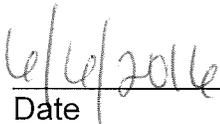
A resolution by the City Council exercising approval of the Amended Interlocal Agreement between the City of Troy, the City of Auburn Hills, the Township of Bloomfield, the City of Bloomfield Hills and the City of Birmingham is required.

Recommendation

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

City Attorney's Review as to Form and Legality


Lori Grigg Bluhm, City Attorney


Date

Suggested Resolution

Resolution #2016-

Moved by

Seconded by

WHEREAS, Troy City Council approved resolution 2010-10-226 to allow the City of Troy to enter into an Interlocal Agreement with the Auburn Hills Police Department and the Bloomfield Township Police Department to establish the Crash Investigation Team (CIT) and

WHEREAS, Troy City Council approved resolution 2014-12-164 to allow the City of Troy to enter into an amended Interlocal Agreement to include the City of Bloomfield Hills in the Crash Investigation Team (CIT) and changing the name of CIT to the South Oakland County Crash Investigation Team (SOCCIT):

WHEREAS, the Bloomfield Hills Police Department has expressed an interest in becoming a participating agency in the South Oakland County Crash Investigation Team (SOCCIT); and

WHEREAS, An Amended Interlocal Agreement will outline the purpose, responsibilities, and liability of each of the participating agencies; and

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached Amended Interlocal Agreement for Participation in the South Oakland County Crash Investigation Team (SOCCIT); and

BE IT FURTHER RESOLVED, That the Troy City Council hereby **AUTHORIZES** the Chief of Police to sign the Amended Interlocal Agreement on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

Absent:

MOTION CARRIED / DENIED

AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR SOUTH OAKLAND COUNTY CRASH INVESTIGATION TEAM

THIS INTERLOCAL AGREEMENT entered into by and between the City of Troy, 500 W. Big Beaver Road, Troy, MI 48084 ("Troy"), the City of Auburn Hills, 1827 North Squirrel Rd., Auburn Hills, MI 48326 ("Auburn Hills"), the Charter Township of Bloomfield, 4200 Telegraph Rd., Bloomfield Hills, MI 48303 ("Bloomfield"), the City of Bloomfield Hills, 45 E. Long Lake, Bloomfield Hills, MI 48304 ("Bloomfield Hills"), and the City of Birmingham, 151 Martin Street, Birmingham, MI 48009 ("Birmingham"), all located in the County of Oakland, State of Michigan, collectively referred to as the "Parties", 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 MCL §124.501 et seq. provides that public agencies may exercise jointly any power, privilege, or authority that each agency may exercise separately; and,

The Parties have decided that it is in the best interest 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 Agency by participating in the SOCCIT.

THEREFORE, IN CONSIDERATION OF THE FOREGOING, the Parties agree to this Amendment to Interlocal Agreement as set forth below.

AGREEMENT

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

1. The 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.
 - 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 agency by sharing expenses regarding the purchase of crash investigation equipment.

2. To accomplish the objectives of the SOCCIT, the City of Auburn Hills Police Department (AHPD), the Charter Township of Bloomfield Police Department (BTPD), City of Troy Police Department (TPD), City of Bloomfield Hills Department of Public Safety (BHDPS) and City of Birmingham Police Department (BPD) 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 agency having jurisdiction where the crash occurred shall maintain all supervisory responsibilities for the crash scene.

- a. Crash investigation officers assigned to the SOCCIT shall work under the authority of the requesting agency having jurisdiction over the crash scene.
- b. Officers assigned to the SOCCIT shall have received certification in Accident Investigation level I and II at a minimum.
- c. The 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 agency for appropriate administrative action.

3. Each Party 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 Party to this agreement charge any costs to an agency covered by this agreement for the administration or implementation of this Agreement.

5. No Party 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 Parties. Any Party may terminate its participation under this Agreement by giving thirty (30) days written notice to the Parties. Any department may terminate this Agreement if it is no longer in the best interest of their agency to continue the same or for any other reason.

7. Parties 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 Party 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 shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement both as to liability and as to the payment of benefits to such sworn or civilian personnel all to the same extent as such personnel are insured, indemnified and otherwise protected when acting within the participating agencies' respective corporate limits.

9. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for any claim, damage or liability arising out of or stemming from an act or action of a party.

10. Within ten (10) days from the execution of this Agreement, each Party shall provide a Certificate of Insurance, acceptable to the other Party, 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 Party agrees to keep said insurance coverage in full force

and effect for the term of this Agreement. Each Party shall submit to the other Party, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the other Party. Any Certificate of Insurance shall name the other Parties 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 Party 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 Party at any time such a lapse in coverage exists.

11. 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 all be the date as of which the last of the necessary Parties has approved the amendment.

14. This Agreement shall remain in full force and effect and shall bind the Parties executing the Agreement and said governing body of the Party 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 Parties.

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.

21. The SOCCIT Board shall have the power to determine if a nonparticipating Agency police department should be allowed to join SOCCIT as a Participating Agency, but only if that police department is a governmental unit of Oakland County, Michigan and has petitioned the SOCCIT Board of Directors for membership. The SOCCIT Board of Directors may approve membership for the Petitioning Agency conditioned upon the governmental unit obtaining a certified resolution of its legislative body which approves this Agreement and authorizes the appropriate signatory to execute the Binder Agreement attached hereto and incorporated herein as Exhibit. Execution of that Binder Agreement results in the acceptance of all terms and conditions set out in this Agreement. The certified resolution and an executed copy of the Binder Agreement shall be presented to the SOCCIT Board of Directors for vote to determine if the Board of Directors authorizes the Coordinator and/or Assistant Coordinator to execute the Binder Agreement on behalf of SOCCIT. If the Petitioning Agency has been conditionally approved for membership, but the SOCCIT Board of Directors is not given certified resolutions and an executed copy of the Binder Agreement within six (6) months after the date of conditional approval, the conditional approval becomes null and void and a Petitioning Agency must file a new request for membership. A two-thirds (2/3) vote of the total number of Participating Agencies is required to authorize the execution of the Binder Agreement and accept the Petitioning Agency as a member of SOCCIT. Membership will become effective after execution of Binder Agreement by the authorized representatives of the Petitioning Agency and SOCCIT.

IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day of _____ 2016.

CITY OF AUBURN HILLS

TOWNSHIP OF BLOOMFIELD

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

CITY OF BIRMINGHAM

By: _____
Its: _____
Dated: _____

CITY OF TROY

By: _____
Its: _____
Dated: _____

CITY OF BLOOMFIELD HILLS

By: _____
Its: _____
Dated: _____