



CITY COUNCIL ACTION REPORT

September 17, 2009

TO: John Szerlag, City Manager

FROM: Gary Mayer, Chief of Police

SUBJECT: Interlocal Agreement for the Major Case Assistance Team (MCAT)

Background:

The Major Case Assistance Team (MCAT) is a collaborative initiative aimed at resolving complex criminal cases through the provision of additional trained personnel and equipment to member agencies involved in major criminal investigations. Participating agencies are the Auburn Hills Police Department, the Birmingham Police Department, the Bloomfield Township Police Department, the Clawson Police Department, and the Troy Police Department, with provisions for additional agencies through a majority vote of the representatives of the participating agencies.

An Interlocal Agreement will provide investigators of the participating agencies with the powers and authority of police officers of the requesting agency while working in concert with the Chief of Police of a requesting agency.

A resolution by the City Council exercising approval of the Interlocal agreement between the City of Troy and Oakland County is required.

Financial Considerations:

There is no anticipated negative financial impact on the city. By combining resources to resolve complex criminal cases, it is anticipated that any overtime costs typically associated with those types of investigations will be minimized.

Legal Considerations:

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

Date

Policy Considerations:

Enhance the livability and safety of the community.

INTERLOCAL AGREEMENT FOR THE MAJOR CASE ASSISTANCE TEAM

THIS INTERLOCAL AGREEMENT entered into by and between the City of Clawson, the City of Troy, the City of Birmingham, the City of Auburn Hills and the Charter Township of Bloomfield, all located in the County of Oakland, State of Michigan, which collectively shall be referred to as the Major Case Assistance Team (“Team”).

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, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately; and,

Each local governmental unit has decided that it is in the best interests of such local governmental unit to become a Member of the Team to exercise such additional powers, functions, duties, and responsibilities granted to the Team and imposed upon it by this Agreement; and,

The Members endeavor to realize and benefit from each Member’s accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Member by being a Member of the Team; and,

In consideration of the foregoing, the parties agree to the Interlocal Agreement as set forth below.

SECTION 1: Purpose of Agreement

- A. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments. It is the purpose of this Agreement to provide the means whereby enhanced access to facilities, programs, training and assistance is provided through the Intergovernmental cooperation of the Participating Agencies.

- B. It is the intent of this organization that each member shall bear its own costs and risk of liability associated with personnel, training, and equipment when providing assistance to another member. When entering into membership, it is impossible to predict the frequency or intensity of a particular member’s mutual aid requirements. Therefore, some members may ultimately receive a greater measure of actual benefit than other members. The purpose of entering into such an Intergovernmental Agreement is to gain access to mutual aid when required. A consideration for the access is the known risk that the ultimate cost and benefit may not be evenly distributed among members.

SECTION 2: Definitions

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. *Participating Agency.* Any one or more agencies that have duly adopted a resolution authorizing the execution of this Agreement.
- B. *Agreement.* This Intergovernmental Major Case Assistance Team Agreement.
- C. *Police Assistance.* Assistance provided by any Participating Agency to any other Participating Agency, which shall include, but not be limited to, the assignment of sworn and/or civilian personnel and the use of equipment for such assistance as back-up on traffic stops, investigations, establishment of regionalized operations or administrative programs, and major crime task forces, all as more fully defined in the Operations Manual developed pursuant to this Agreement and incorporated herein by reference.
- D. *Requesting Agency.* A participating agency that requests police assistance pursuant to this Agreement.
- E. *Aiding Agency.* A participating agency that provides police assistance pursuant to this Agreement.
- F. *Chief of Police.* The highest ranking law enforcement officer of a participating agency or his or her designee.
- G. *City Manager, Township Supervisor.* The chief administrative officer or designee of that officer for each member municipality.

SECTION 3: Rights of Participating Agency

The rights of each participating agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police, or his or her designee, of each respective participating agency.

- A. Any participating agency may request police assistance from any one or more participating agency when, in the judgment of the Chief of Police of the requesting agency, such assistance is necessary. The request shall be made to the MCAT Coordinator.
- B. Any participating agency may render aid to any one or more participating agencies to the extent available personnel and equipment are not required for the adequate protection of the aiding agency. In making that determination, the Chief of Police of the aiding agency may consider the reasonableness or urgency of the request and the amount of personnel, equipment and time commitment available to the requesting agency, and that determination shall be final.
- C. The Chief of Police of the requesting agency shall, through the MCAT Coordinator, direct the actions of any sworn or civilian personnel of any aiding agency providing police assistance pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating agency from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent

any participating agency from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

SECTION 4: Authority of Sworn Police Personnel

Any sworn police officers providing police assistance to a requesting agency under this Agreement shall have all of the powers of police officers of the requesting agency, including the power of arrest, and are subject to the direction of the MCAT Coordinator working in concert with the Chief of Police of a requesting agency.

SECTION 5: Compensation Between Participating Agencies, Length of Engagement for Investigation

- A. Except as hereinafter provided, the assistance provided by any aiding agency under this Agreement shall be rendered without charge to the requesting agency or any other participating agency.
- B. The length of any particular activation of MCAT shall be as set forth in the Operations Manual. If any agency desires to retain the services of another agency's employee beyond the time limits set forth in the Operations Manual, they may do so only with the consent of the aiding agency. Under such circumstances, the agencies shall determine between themselves the amounts of compensation to be paid to the aiding agency.

SECTION 6: Responsibilities and Liability of Participating Agencies

- A. 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.
- B. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.
- C. 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.

SECTION 7: Board of Directors; Operations Manual

- A. The Chief of Police of each participating agency, or his or her designee, shall constitute the Board of Directors of the Major Case Assistance Team.
- B. The Board of Directors shall establish an Operations Manual for implementing this Agreement. The Operations Manual shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operations Manual shall be reviewed, updated and evaluated by the Board of Directors at regular intervals.

SECTION 8: General Provisions

- A. This Agreement shall be in full force and effect and is legally binding upon each participating agency at such time as it is signed and certified by that participating agency.
- B. This Agreement may be amended from time to time in writing and approved by resolution of the appropriate governing body of three quarters of the participating agencies. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment.
- C. This Agreement shall remain in full force and effect and shall bind the participating agency executing the Agreement and said governing body of the participating agency adopting a resolution giving its approval to this Agreement. Certified copies of such resolution shall be filed with the other appropriate office of all other participating agencies within thirty (30) days of its passage.
- D. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any party (including any of its agents) and any other party (including any of its agents).
- E. The parties shall not discriminate against their employees, agents, applicants for employment or other person or entities with respect to hire, tenure, terms, conditions and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- F. 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 _____ 2009.

CITY OF AUBURN HILLS

CITY OF CLAWSON

By: _____
Its: _____

By: _____
Its: _____

Auburn Hills Police

Clawson Police

CITY OF BIRMINGHAM

CITY OF TROY

By: _____
Its: _____

By: _____
Its: _____

Birmingham Police

Troy Police

TOWNSHIP OF BLOOMFIELD

By: _____
Its: _____

Bloomfield Township Police

Major Case Assistance Team
Coordinator

Major Case Assistance Team
Assistant Coordinator