



CITY COUNCIL ACTION REPORT

May 10, 2010

TO: John Szerlag, City Manager

FROM: Gary Mayer, Chief of Police
Keith A. Frye, Captain

SUBJECT: Interlocal Agreement for Participation in the Troy Police Department
Special Investigations Unit

Background:

The Troy Police Department Special Investigations Unit (SIU) is a plainclothes investigative unit that has been operating with much success for many years. It has evolved and become a cooperative concept with the addition of officers from Bloomfield Township and Auburn Hills. In an effort to address potential liability concerns and outline the operational objectives of the unit, an Interlocal Agreement has been proposed.

The attached Agreement will outline the purpose, responsibilities, and liability of each of the participating agencies.

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

Financial Considerations:

There is no anticipated negative financial impact on the city.

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 PARTICIPATION IN THE TROY POLICE DEPARTMENT
SPECIAL INVESTIGATIONS UNIT**

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, _____, Auburn Hills, Michigan 48____ (“Auburn Hills”) and the Charter Township of Bloomfield, _____, Bloomfield, Michigan 48____ (“Bloomfield”) all located in the County of Oakland, State of Michigan, collectively referred to as the “Parties”, or “Party” shall govern participation in the Troy Special Investigations Unit (hereafter “SIU”).

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 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 Troy Police Department Special Investigations Unit, to exercise such additional powers, functions, duties, and responsibilities granted to the SIU 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 SIU; and,

There is evidence that the nature of some criminal occurrences and the skill of some criminal perpetrators make apprehension through overt police tactics difficult, and such persons conducting illegal activities have a detrimental effect on the general welfare of the citizens of the Parties,

Therefore, in consideration of the foregoing, the Parties agree to this 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. Auburn Hills and Bloomfield shall assign at least one (1) experienced officer to SIU. Auburn Hills and Bloomfield shall determine in their sole discretion how long each officer shall be assigned to SIU but at least one (1) officer shall always be assigned to participate in SIU.

2. Officers assigned to SIU shall be under the direct supervision of the Troy Police Department ("TPD") SIU supervisor and shall adhere to both TPD's policies and procedures and each Parties' own policies and procedures while engaging in SIU activities. TPD may request replacement of any officer who fails to adhere to the TPD policies and procedures. If Auburn Hills or Bloomfield fail to replace the officer at TPD's request that Party may be terminated from this Agreement.

3. The SIU will perform the activities and duties described below:

- a. Target and investigate those criminals who, by the nature of their criminal activity or their manner of operation, are able to avoid apprehension.
- b. Gather and provide intelligence information on individuals suspected of criminal involvement and/or locations believed to be the sites of criminal activity.
- c. Conduct covert or undercover investigations and engage in other traditional methods of investigation that will result in effective prosecution before the courts of the United States and/or the State of Michigan.

4. TPD will support the activities of SIU officers by providing available office space, office supplies, investigative electronic equipment, access to SIU facilities and staff, and other support items.

5. No Party will be charged any costs for the administration or implementation of this Agreement.

6. No Party is obligated under this Agreement to use SIU resources exclusively and is expressly allowed to seek other similar venues on an as needed basis without violating this Agreement.

7. 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. TPD may terminate this Agreement if it is no longer in the best interest of Troy to continue the same or for any other reason.

8. 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

9. Each Party agrees to be liable for, defend, pay on behalf of, indemnify, and hold harmless the other Party, its officers, elected and appointed officials, employees and others working for that Party 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.

10. The Parties 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.

11. 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.

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.

13. 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 .

14. 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 Parties has approved the amendment.

15. 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. .

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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 _____ 2010.

CITY OF AUBURN HILLS

TOWNSHIP OF BLOOMFIELD

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

CITY OF TROY

By: _____

Its: _____

By: _____

Its: _____