



CITY COUNCIL AGENDA ITEM

Date: September 27, 2010

To: John Szerlag, City Manager

From: Gary Mayer, Chief of Police
David Livingston, Lieutenant

Subject: Interlocal Agreement for Participation in a Crash Investigation Team with Auburn Hills Police Department and Bloomfield Township Police Department

Background

The Troy Police Department Traffic Safety Unit is responsible for investigating serious injury and fatal crashes that occur within the City of Troy. When these types of investigations are conducted they sometimes involve the payment of overtime if officers have to come in from home to investigate these crashes. In an effort to reduce overtime costs and also to foster a good working relationship with adjoining jurisdictions, the City of Troy Police Department, along with Auburn Hills and Bloomfield Township Police Departments, have proposed to enter into an Interlocal Agreement whereby officers from each of the participating agencies would be available to assist, in an on-duty capacity, with serious and fatal crash investigations.

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.

Recommendation

It is recommended that the Interlocal Agreement be approved as written. By approving this document each of the participating agencies should see a reduction in overtime costs related to the investigations of serious injury and fatal crashes.

City Attorney's Review as to Form and Legality

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

Date

**INTERLOCAL AGREEMENT
FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT
CRASH INVESTIGATION TEAM**

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”) and the Charter Township of Bloomfield, 4200 Telegraph Rd., Bloomfield Hills, Michigan 48303 (“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 Crash Investigation Team (hereafter “CIT”).

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 Crash Investigations Team, to exercise such additional powers, functions, duties, and responsibilities granted to the CIT 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 CIT; 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 CIT,

Therefore, in consideration of the foregoing, the Parties agree to this Inter-local 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 CIT 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. CIT 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 CIT, the City of Auburn Hills Police Department (AHPD), ~~and~~ the Charter Township of Bloomfield Police Department (BTPD) and City of Troy Police Department (TPD) 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 CIT shall work under the authority of the requesting agency having jurisdiction over the crash scene.
- b. Officers assigned to the CIT 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 CIT personnel and will assist each participating agency by investigating any allegations of misconduct by a CIT officer relating to his or her CIT activities. Any finding of misconduct by a CIT 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 CIT 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 ~~direct costs rate~~ 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 CIT 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. 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.

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 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.

9. 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.

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 shall 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.

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: _____