City of Birmingham
A Walkable Community

MEMORANDUM

Police Department

DATE: **October 17, 2014**

TO: **Joseph A. Valentine, City Manager**

FROM: **Donald A. Studt, Police Chief**

SUBJECT: **Interlocal Agreement/Binder:**
Troy Police Department Special Investigations Unit

We wish to assign one officer to an interagency special investigative unit currently composed of officers from Troy, Auburn Hills and Bloomfield Township coordinated by Troy Police Department. This unit specializes in investigating serial crimes that cross jurisdiction boundaries such as burglary, larceny from auto, credit card and other paper fraud as well as armed robbery and assault. This group is available to assist the MCAT (Major Case Assistant Team) in homicides and other serious cases.

We find increasingly that both individual and criminal groups are operating across jurisdictional lines and a combined effort of this type of unit greatly enhances individual department investigative efforts. This group adds to our collective efforts including Dispatch, Narcotics Enforcement Team, Major Case Assistant Team and Oakland Tactical Support Unit.

To that end we seek authorization to execute the attached Interlocal Agreement and binder which were prepared by our city attorney.

The second document, a "Binder Agreement," would allow future petitioning agencies to join the Troy Police Department Special Investigations Unit (TPDSIU) according to the terms and conditions set out in the Interlocal Agreement for Participation in the TPDSIU as though the petitioning agencies had signed the original document. The signatories on the Binder Agreement will be each agency's Chief of Police.

RESOLUTION:
To approve the Amendment to the Interlocal Agreement for Participation in the Troy Police Department Special Investigations Unit and Binder Agreement for Interlocal Agreement for Participation in the Troy Police Department Special Investigations Unit.

Further, to direct the Mayor and the City Clerk to sign the Amendment to the Interlocal Agreement for Participation in the Troy Police Department Special Investigations Unit and Binder Agreement for Interlocal Agreement for Participation in the Troy Police Department Special Investigations Unit.

AMENDMENT TO INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT SPECIAL INVESTIGATIONS UNIT

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT SPECIAL INVESTIGATIONS UNIT entered into by and between the City of Troy, the City of Auburn Hills, and the Charter Township of Bloomfield, and the City of Birmingham, all located in the County of Oakland, State of Michigan, hereafter referred to individually as "Participating Agency" or collectively as "Participating Agencies", also referred to as "party" or "parties". The Troy Special Investigations unit shall be referred to as "TPDSIU" and any reference to "officer(s) of the TPDSIU" shall refer to all police officer assigned to TPDSIU under this Agreement.

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 participate in the Troy Police Department Special Investigations Unit, to exercise such additional powers, functions, duties, and responsibilities granted to the TPDSIU and imposed upon it by this Agreement; and,

The Agency's 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 TPDSIU; and,

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

SECTION 1: PURPOSE OF AGREEMENT

A. WHEREAS 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 substantial and detrimental effect on the health and general welfare of the people of City of Troy, the City of Auburn Hills, the Charter Township of Bloomfield, and the City of Birmingham agree to the following:

B. The Participating Agencies 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 where appropriate 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.

C. To accomplish the objectives of the TPDSIU, the Participating Agencies agree to detail at least one (1) experienced officer to the TPDSIU for a period of time to be determined by each respective agency. During this period of assignment, the AHPD, BTPD, and BPD officers will be under the direct supervision and control of Troy Police Department supervisory personnel assigned to the TPDSIU.

D. The AHPD, BTPD, and BPD officers assigned to the TPDSIU shall adhere to Troy Police Department policies and procedures in addition to their respective agency's policies and procedures. Failure to adhere to Troy Police Department policies and procedures, as determined by the Troy Police Department in its sole discretion, shall be grounds for dismissal from the TPDSIU and termination of this Agreement with that Participating Agency.

   a. Troy Police Department policies and procedures require all officers and/or personnel to provide full and truthful responses to questions when directed to do so by appropriate authority or during the scope of their official duties. This duty applies during administrative interviews and any other official TPDSIU

business and is applicable whether the TPDSIU officer and/or personnel are providing a statement about his or her own alleged misconduct, the misconduct of others, observed facts, past recollections, opinions, or is providing a written or oral communication. Any compelled statement made by a TPDSIU officer and/or personnel and any information derived from that involuntary statement may not be used against the TPDSIU officer in a criminal proceeding.

b. The Troy Police Department will conduct investigations of misconduct by TPDSIU officers and/or personnel and will assist each Participating Agency by investigating any allegations of misconduct by a TPDSIU officer and/or personnel relating to his or her TPDSIU activities. Any finding of misconduct by a TPDSIU officer and/or personnel will be referred to the respective Participating Agency for appropriate administrative action.

E. The Troy Police Department will support the activities of TPDSIU officers and/or personnel by providing available office space, office supplies, investigative electronic equipment, and other support items.

F. In no event will the AHPD, BTPD or BPD charge any direct cost rate to the Troy Police Department for the administration or implementation of this agreement.

SECTION 2: RESPONSIBILITIES AND LIABILITY

A. Each Participating Agency shall assume the responsibility for the actions of its own employees, personnel and/or agents acting pursuant to this Agreement both as to liability and as to the payment of benefits to such employees, personnel and/or agents all to the same extent as such employees, personnel and/or agents 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 employees, personnel and/or agents 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 injuries, damage to or destruction of equipment and clothing, claims for medical expenses and claims for other damages of whatever nature.

C. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees, personnel, and/or agents. 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 3. ADDITION OF OTHER POLICE AGENCIES AS PARTICIPANTS

A. Participating Agencies shall have the authority to determine if a non-Participating Agency police department ("Petitioning Agency") should be allowed to join TPDSIU 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 TPDSIU. 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 and 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 3. 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.

SECTION 4: 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 the Participating Agencies. The effective date of any amendment shall be the date as of which the last of the necessary Participating Agencies has approved the amendment.

C. This Amendment to Interlocal Agreement for Participation in the Troy Police Department Special Investigations Unit supersedes the original Interlocal Agreement for Participation in the Troy Police Department Special Investigations Unit. This Agreement shall remain in full force and effect and shall bind the Participating Agency, and any

Petitioning Agencies which become Participating Agencies, that have executed the Agreement or a Binder Agreement as set out in Section 3, and presented a Certified Resolution from its City Council or legislative body approving the Agreement or Binder Agreement and authorizing the appropriate individual(s) to sign the Agreement or Binder Agreement. Copies of any signed Agreement or Binder Agreement and Certified Resolutions shall be filed with the other appropriate offices of all other Participating Agencies within thirty (30) days of the passage of the Resolution and execution of the Agreement or Binder Agreement.

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 or a Binder 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 will become effective on the date of the last signature on the Agreement.

CITY OF AUBURN HILLS

By:_____
Its: _____

By:_____
Its:_____

Dated:_____

TOWNSHIP OF BLOOMFIELD

By: _____
Its: _____

By:_____
Its:_____

Dated:_____

CITY OF BIRMINGHAM

By:_____
Its:_____

By:_____
Its:_____

Dated:_____

CITY OF TROY

By:_____
Its:_____

By:_____
Its:_____

Dated:_____

Exhibit 2

BINDER AGREEMENT FOR INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT SPECIAL INVESTIGATIONS UNIT

THIS BINDER AGREEMENT TO INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT SPECIAL INVESTIGATIONS UNIT is entered into by and between the City of Troy, the City of Auburn Hills the Charter Township of Bloomfield, and the City of Birmingham, all located in the County of Oakland, State of Michigan, hereafter referred to individually as "Participating Agency" or collectively as "Participating Agencies", and the City of_____hereafter referred to a "Petitioning Agency", also referred to as "party" or "parties" and the Troy Special Investigations unit shall be referred to as "TPDSIU" and any reference to "officer(s) of the TPDSIU" shall refer to all police officer assigned to TPDSIU under this Agreement.

RECITALS

WHEREAS, there currently exist an Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit ("TPDSIU")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 TPDSIU it is necessary to enter into an Agreement accepting all terms and conditions set out in the existing Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit ("TPDSIU");; 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 Troy Police Department Special Investigation Unit ("TPDSIU") 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 TPDSIU for participation in TPDSIU. Each Chief of Police of the Participating Agencies of TPDSIU has approved the participation of Petitioning Agency as a Participating Agency in TPDSIU as signified by their signatures on this Binder Agreement for Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit. 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 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 the TPDSIU as set out in this Agreement.

2. Agreement to be Bound by Terms and Conditions in Existing Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit. Petitioning Agency acknowledges that it has been given a copy of the existing Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit which is attached hereto as though fully set out herein as Exhibit 1 and that is 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

By:_____
Its: Chief of Police

Dated:_____

TOWNSHIP OF BLOOMFIELD

By: _____
Its: Chief of Police

Dated:_____

CITY OF BIRMINGHAM

By:_____
Its Chief of Police

Dated:_____

CITY OF TROY

By:_____
Its: Chief of Police

Dated:_____