



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: April 29<sup>th</sup>, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager  
Josh Jones, Police Chief  
Nathan Gobler, Police Captain  
Frank Shuler, Police Lieutenant

Subject: Agreement between Oakland County and City of Troy for 2025 Search and Rescue Team Member (part-time/on-call)

---

### **History**

- The Oakland County Sheriff Search and Rescue Team (SSRT) is a multi-jurisdictional task force responsible for enhancing the effectiveness of search and rescue operations, especially in challenging environments and critical situations within Oakland County and statewide upon request. The purpose of the task force is to play a vital role in ensuring the safety and well-being of the individuals in Oakland County and beyond. SSRT is available 24/7, 365 days a year to provide immediate response and support for search and rescue operations.
- Troy Police Department provides a police officer in a part-time/on-call capacity for participation in SSRT.
- A resolution by the City Council exercising approval of the attached 2025 Agreement between Oakland County and City of Troy is required for purposes of adding a member to the team.

### **Financial**

There is no anticipated negative financial impact on the city.

### **Recommendation**

City management recommends approval of the 2025 Agreement between Oakland County and City of Troy.

### **Legal Review**

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

**AGREEMENT FOR PARTICIPATION WITH THE OAKLAND COUNTY  
SHERIFF'S OFFICE SHERIFF'S SEARCH AND RESCUE TEAM (SSRT)**

**BETWEEN**

**COUNTY OF OAKLAND, THE OAKLAND COUNTY SHERIFF,**

**AND**

**CITY OF TROY POLICE DEPARTMENT**

---

This Agreement ("Agreement") is made between OAKLAND COUNTY, a Michigan constitutional and municipal corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), the OAKLAND COUNTY SHERIFF, a Michigan constitutional officer, whose address is 1200 North Telegraph Rd., Pontiac, Michigan 48341, Bldg. #38 East ("Sheriff"), and the CITY OF TROY POLICE DEPARTMENT, a municipal corporation whose address is 500 W Big Beaver Rd, Troy, MI 48084 ("Municipality"). In this Agreement, the County, Sheriff, and the Municipality may also be referred to individually as "Party" or jointly as "Parties."

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **AUTHORITY**. Authority for the Parties to enter into this Agreement can be found at 1951 PA 35 (MCL 124.1 *et seq.*).
2. **PURPOSE**. The purpose of this Agreement is to delineate the responsibilities of the Parties associated with the Municipality's participation with the Sheriff's Search and Rescue Team (SSRT). This Agreement is not intended, and should not be construed, to create any right or benefit enforceable by law or otherwise by any third party against the Parties or the officers, employees, agents, or other associated personnel thereof.
3. **DEFINITIONS**. The following words and expressions, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, are defined as follows:
  - 3.1. **Oakland County Sheriff's Office (OCSO)** means the County and the Sheriff jointly.
  - 3.2. **Sheriff's Search and Rescue Team (SSRT)** means OCSO's select team of specially trained Oakland County Sheriff's deputies who respond to emergency and critical incidents including, but not limited to, wide-area searches, technical rescues, hazardous materials, public safety diving, water searches, and other search and rescue operations.

**4. MUNICIPALITY'S RESPONSIBILITIES.**

City of Troy Police Department - Agreement for Participation in the OCSO's SSRT

- 4.1. The Municipality may designate one or more of its full-time or part-time employees to try out for the SSRT. If OCSO selects a Municipality employee for the SSRT, the Municipality may authorize that employee to participate in the SSRT.
- 4.2. If the Municipality authorizes its employee to participate on the SSRT:
  - 4.2.1. The Municipality will allow its employee to attend all SSRT training sessions.
  - 4.2.2. The Municipality shall be responsible for all trainings costs related to the certification of the Municipality-employee SSRT member.
  - 4.2.3. The Municipality shall be responsible for all equipment costs for the Municipality-employee SSRT member. The OCSO will not provide any equipment for the Municipality-employee SSRT member.
  - 4.2.4. The Municipality will permit its employee to respond to SSRT callouts when requested by OCSO. The Municipality's permission may be granted on a case-by-case basis and will not be unreasonably withheld.
  - 4.2.5. The Municipality will promptly notify the OCSO of any personnel action involving a Municipality-employee SSRT member, including but not limited to, any reprimand, suspension, discharge, resignation, or demotion. The Municipality also agrees that it will promptly notify the OCSO of any complaint, charge, or allegation of misconduct, whether civil or criminal in nature, that the Municipality becomes aware of regarding any Municipality-employee SSRT member.
- 4.3. All employment-related costs of the Municipality-employee SSRT member, including, but not limited to, wages, salary, overtime, benefits, local, state and federal taxes associated with employment, and worker's compensation, shall be the sole responsibility of the Municipality at all times.

## **5. OCSO'S RESPONSIBILITIES.**

- 5.1. The OCSO will provide:
  - 5.1.1. Monthly training for the Municipality-employee SSRT member.
  - 5.1.2. Deputation of the Municipality-employee SSRT member, as set forth in Section 6.
  - 5.1.3. Liability protection for the Municipality-employee SSRT member as set forth in Section 9.
- 5.2. The OCSO will dispatch its SSRT to provide aid to the Municipality on an as-needed and as-available basis, as solely determined by the Sheriff using generally accepted standards for search and rescue operations.

## **6. DEPUTATIONS.**

- 6.1. Subject to a background inquiry, a Municipality-employee must be sworn as a special deputy of the Oakland County Sheriff before acting as a SSRT member. The deputation must remain in effect throughout the tenure of each Municipality-employee's assignment to the SSRT.
- 6.2. Administrative and personnel policies imposed by the Municipality will not be voided by deputation of its employee. However, deputized Municipality-employees must follow OCSO's orders, rules, regulations, policies, and procedures when acting as a member of the SSRT under this Agreement.
- 6.3. This Agreement does not, in any manner, limit the unilateral and complete discretion of the Sheriff to deputize, refuse to deputize, or revoke the deputation of any Municipality-employee at any time and for any reason.
- 6.4. If a Municipality-employee's deputation is revoked, the Municipality-employee shall be considered immediately terminated from the SSRT. The Municipality may designate another Municipality-employee to try out for the SSRT.

## **7. DURATION.**

- 7.1. Prior to its effectiveness, this Agreement and any amendments hereto must be:
  - 7.1.1. Signed by all Parties.
  - 7.1.2. Approved by the Parties' respective governing bodies. Such approval shall be entered in the official minutes of the governing body of each Party.
  - 7.1.3. Filed with the Oakland County Clerk and the Secretary of State, in compliance with MCL 124.510(4).
- 7.2. This Agreement becomes effective when the requirements in Section 7.1 are met and will remain in effect until terminated as set forth in 7.3.
- 7.3. Any Party may terminate this Agreement for any reason upon 30 days' written notice. The effective date for termination or cancellation shall be clearly stated in the notice.

## **8. NOTICES.**

- 8.1. Notices given under this Agreement must be in writing and sent via certified mail or first-class U.S. mail as follows:
  - 8.1.1. **To the Sheriff:** Oakland County Sheriff, 1200 N. Telegraph, Building 38 East, Pontiac, MI 48341.
  - 8.1.2. **To the County:** Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Building 12 East, Pontiac, Michigan 48341.
  - 8.1.3. **To the Municipality:** City of Troy Police Department, 500 W Big Beaver Rd, Troy, MI 48084

## **9. LIABILITY.**

- 9.1. The Municipality shall immediately notify OCSO of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information that the Municipality receives notice of concerning or arising from the conduct of any Municipality-employee SSRT member or otherwise relating to the SSRT.
- 9.2. Except as provided in Section 9.3, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts.
- 9.3. Except for a claim involving the rendering of medical aid/care, whenever a claim is made or a civil action is commenced against a Municipality-employee arising from alleged negligent or wrongful conduct by the Municipality-employee while acting under the direction and control of OCSO and within the scope of his or her authority as a deputized member of the SSRT team pursuant to this Agreement, the Municipality may request that the County defend and indemnify the Municipality-employee. Under such circumstances, the Municipality-employee will be covered under the County Indemnification Policy (specifically, County Miscellaneous Resolutions 85339 and 86124 and any amendments thereto). Consistent with County Miscellaneous Resolutions 85339 and 86124, and as further described in such Resolutions, the County will select the attorney to represent the Municipality-employee and will have control and supervision over the claim or civil action including, but not limited to, settlement of the claim or lawsuit.
- 9.4. Notwithstanding the indemnification under Section 9.3, OCSO will not be responsible for the Municipality-employee's conduct that is not under the direction and control of the OCSO, authorized by OCSO, or undertaken outside the scope of a Municipality-employee's SSRT duties and assignments under this Agreement.
- 10. DISCRIMINATION.** The Parties may not discriminate against their employees, agents, applicants for employment, or any other person or entity 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.
- 11. COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- 12. PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- 13. DELEGATION/SUBCONTRACT/ASSIGNMENT.** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the

prior written consent of the other Parties. A delegation, subcontract and/or assignment made without the prior written consent of the other Parties is void.

14. **RESERVATION OF RIGHTS.** This Agreement does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.
16. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
17. **CAPTIONS.** The captions and sections contained in this Agreement are intended for the convenience of the reader, are not intended to have any substantive meaning, and shall not be interpreted to limit or modify any substantive provisions of this Agreement. This Agreement will be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. In this Agreement, for any noun or pronoun, use of the singular or plural form, use of the nominative possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
18. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by 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 or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
19. **MODIFICATIONS.**
  - 19.1. This Agreement may be modified at any time by written consent of all Parties.
  - 19.2. Modifications to this Agreement shall have no force and effect unless such modifications are in writing and the requirements in Section 7.1 are met.
20. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

**THE COUNTY OF OAKLAND:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**David T. Woodward , Chairman, Oakland County Board of Commissioners**

**OAKLAND COUNTY SHERIFF MICHAEL J. BOUCHARD:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Oakland County Sheriff**

**CITY OF TROY POLICE DEPARTMENT:**

**BY:** \_\_\_\_\_  
**Joshua Jones, Police Chief, City of Troy** **Signature**

**DATE:** \_\_\_\_\_