



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 7, 2023



To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Frank Nastasi, Chief of Police
Thomas Gordon, Police Captain
Nathan Gobler, Police Lieutenant
Emily Frontera, Purchasing Manager

Subject: Bid Waiver - Employment of Professional Services, Mental Health Co-Responder, Troy Police Department

History

Approximately ten percent of all Police calls for service in the United States involve a person living with a serious mental illness, including substance use disorder. These calls involve a person in a mental health crisis in need of immediate professional help aimed at preventing harm or injury to the individual in crisis or others. Often, these calls are unpredictable for responding officers and for those in need of help. Overwhelmingly, the police are the sole first responders sent to assist those in mental health crisis in the community. There is a lack in follow-up with people and families, which leads to repetitive calls to the same person over time.

Since 1981, Michigan has closed more than 26 mental health institutions according to Crain's Detroit Business. As a result of these state budget cuts and lack of counselling programs, police runs in Michigan involving mentally ill citizens have significantly risen. Along with other police departments, Troy Police Department has seen an increase in mental health run and runs involving domestic family and relationship problems.

In early 2021, the City of Troy Police Department increased their budget under Account Number 101.301.11.305.7802.070 – Contractual Services General to provide funding for a new social worker or mental health co-responder position. In addition to increasing budgeted funds the Police Department has identified several grant opportunities for funding of this program with the Community Foundation of Southeast Michigan and U.S Department of Justice – Bureau of Justice and Mental Health Collaboration Program.

In June 2022, an Interlocal Agreement for the Mental Health Co-Response Team was formed creating a partnership between the Troy Police and the Oakland Community Health Network (OCHN, formerly the Oakland County Community Mental Health Authority). The agreement was made in recognition of the fact that local law enforcement capabilities are enhanced by having access to mental health professionals, regionalized facilities, programs, and the assistance of other departments through the creation of the CoRe Crisis Outreach Program ("Program"). CoRe Crisis Outreach Program is the co-



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History (continued)

response mental health community outreach initiative, which contracts an OCHN social worker to work with the municipal Police Department of the City of Troy. The Team's commitment is to partner Police response with community mental health/substance abuse resources in order to improve services to those impacted by behavioral health crises.

Purchasing

The City of Troy and Troy Police Department agree to reimburse *Oakland Community Health Network*, for the salary and benefits for a full-time OCHN employed Co-responder Field Clinician in an amount not to exceed \$93,000 for Fiscal Year 2023 and \$105,000 for Fiscal Year 2024.

Financial

Funding for the first year is available in the Troy Police Department Operating Budgets for the fiscal year 2023. Payments for future years will be approved through the annual budget process and it is the intent of the Department to utilize grant money or federal funding for the program if successfully awarded. Expenditures will be charged to account number 101.301.11.305.7802.070 – Contractual Services General.

Recommendation

City Management recommends, in the best interest of the City, approval of the Mental Health Co-Response Team Interlocal Agreement between the City of Troy Police Department and the Oakland Community Health Network (OCHN), to provide a full-time mental health field clinician to support the City of Troy staff and its community.

Legal Review

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

INTERLOCAL AGREEMENT FOR THE MENTAL HEALTH CO-RESPONSE TEAM

THIS INTERLOCAL AGREEMENT entered into by and between the City of Troy and the Oakland Community Health Network ("OCHN"), all located in the County of Oakland, State of Michigan, which collectively shall be referred to as the "Mental Health Co-Response Team" or "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 3: Rights and Responsibilities of Participating Agency

The rights of the 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 the City of Troy.

- A. The Troy Police Department may request assistance from the mental health clinician, in the judgment of the Chief of Police, or designee, of the requesting agency, when such assistance is necessary. The request shall be made directly to the mental health clinician.
- B. The Troy Police Department shall have a primary and secondary designated person to act as a liaison for the mental health clinician in support of the activities under this Agreement. This liaison can provide direction to the clinician, follow-up with necessary information, coordinate workspace within the department, organize pre-planned interventions with citizens in need, and other activities as mutually agreed.
- C. The Troy Police Department may request assistance from the mental health clinician during the clinician's scheduled work hours as may be established by the parties. It is understood that initially there will be one mental health clinician working full time (40 hours) per week specific to the City of Troy. It is also understood that during the clinician's scheduled work hours, the clinician will be responsible for monitoring communication devices to ensure that they are available during emergencies or coordinating their activities with the department liaisons.
- D. The Troy Police Department shall have a primary team coordinator and assistant coordinator, selected by the Chief of Police. This coordinator will be responsible for ensuring that the clinician is being properly utilized in the community and provide overall direction to the clinician.
- E. Nothing in this Agreement shall prevent any Member of the Team from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any Member of the Team 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 6: Responsibilities and Liability of Participating Parties

- A. The Troy Police Department 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 City of Troy's corporate limits.
- B. The City of Troy 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 claims, lawsuits injuries, damages, attorney's fees or liability arising out of or stemming from an act, action or omission of a party.
- D. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any party.
- E. Confidentiality. Each Participating Agency shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted or as may be amended.
- F. Program Oversight. Each Member of the Team shall dedicate the necessary staff and resources to effectively operate the CoRe Program. The parties agree to develop a CoRe Crisis Outreach Policy and Procedure that will inform the Team how to operate the Program where this Agreement is silent such subject.

- B. Amendment. This Agreement may be amended from time to time in writing and approved upon written agreement by all parties. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
- C. 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).
- D. 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.
- E. The City of Troy agrees that the financial records and other relevant records related to the services performed will be available upon request for review or audit by OCHN or other appropriate officials.
- F. Except as otherwise provided in this Agreement, 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. In no event and under no circumstances in connection with or as a result of this Agreement shall any party be liable to any other party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, or any other pecuniary loss or business detriment) arising from the services under this Agreement.
- G. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to the OCHN, it shall be addressed and sent to: 5505 Corporate Drive, Troy, MI 48098, and City of Troy 500 W Big Beaver Troy MI 48083.
 - b. A party may change the address and/or individual to which Notice is sent by notifying the other parties in writing of the change.

IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day
of _____ 2023.

CITY OF TROY

OAKLAND COMMUNITY HEALTH NETWORK

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

TROY Police DEPARTMENT

Oakland Community Health Network

Mental Health Co-Response Team
Coordinator

Mental Health Co-Response Team
Assistant Coordinator