

**INTERGOVERNMENTAL AGREEMENT FOR LOCKUP SERVICES  
BETWEEN  
CITY OF BERKLEY  
AND  
CITY OF LATHRUP VILLAGE**

This Agreement (“Agreement”) is entered into as of the date of the last signature below and is between the City of Berkley (“Berkley”), whose address is 3338 Coolidge Highway, Berkley, Michigan, 48072, and the City of Lathrup Village (“Lathrup Village”), whose address is 27400 Southfield Road, Lathrup Village, Michigan, 48076, for the purpose of having Berkley provide Lockup Services to Lathrup Village.

**RECITALS:**

- A. Berkley and Lathrup Village have each separately provided Lockup Services for the detainees of their respective police departments.
- B. Lathrup Village has concluded that it would be more cost effective to contract for Lockup Services with Berkley than to continue to separately provide Lockup Services for the detainees of its police departments.
- C. Berkley agrees to provide such Lockup Services under the terms and conditions of this Agreement.
- D. This Agreement is consistent with the charters of Berkley and Lathrup Village, and is authorized under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and MCL 124.531 *et seq.*

**IT IS THEREFORE AGREED:**

- 1. Definitions. For the purposes of this Agreement, the terms listed below shall be defined as follows:
  - a. “Berkley,” “Berkley City Council,” and “Berkley City Manager” shall mean the City of Berkley, its City Council, and its City Manager, respectively.
  - b. “Lockup Services” shall mean the detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours in accordance with MCL 791.262(1)(e) and such other services as described in subparagraph 3.a.
  - c. “Municipality” shall mean either the City of Berkley or the City of Lathrup Village, and when plural it shall mean both Berkley and Lathrup Village.
  - d. “Lathrup Village,” “Lathrup Village City Council,” and “Lathrup Village City Administrator” shall mean Lathrup Village, its Council, and its City Administrator, respectively.

2. Provision of Services. Berkley hereby agrees to provide the Lockup Services for Lathrup Village under the terms and conditions of this Agreement.
3. Level of Services. The Municipalities agree that the Lockup Services shall be provided to Lathrup Village as follows:
  - a. Lockup Services. Lockup Services shall include, but not be limited to:
    - i. Detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours;
    - ii. Providing meals to detainees in the lockup in accordance with Berkley Department of Public Safety Rules and Regulations;
    - iii. Providing conditions of detention in accordance with Berkley Department of Public Safety Rules and Regulations;
    - iv. Testifying in Court, at depositions, or any required administrative hearing;
    - v. Upon request, the provision of equipment and personnel necessary for video arraignment;
    - vi. Taking and processing bonds from detained persons; and
    - vii. Providing other Lockup Services as agreed to by the Municipalities.
  - b. Acceptance and Searches of Detainees. In order for a subject arrested by Lathrup Village to be admitted to Berkley lockup, he or she first must be accepted by Berkley. When Lathrup Village desires to have a subject detained at Berkley's lockup, Lathrup Village officer(s) shall turn over to Berkley officer-in-charge (or his/her designee) all booking intake forms and other information as requested by Berkley officer-in-charge (or his/her designee). Berkley officer-in-charge (or his/her designee) shall base his/her decision to accept or reject the subject on the same criteria as any other Berkley arrest and in accordance with Berkley Department of Public Safety Rules and Regulations. Lathrup Village police officer(s) transporting the subject shall conduct a thorough search of the subject in accordance with Berkley Department of Public Safety Rules and Regulations prior to turning the subject over to Berkley. Berkley may conduct its own search of the subject prior to accepting the subject for lockup. If not refused, the subject is accepted. No personal property of the subject, except clothing the subject is wearing and his/her prescription medication(s), if any, shall be left in the custody of Berkley for any reason.
  - c. Processing of Detainees. Lathrup Village officer(s) transporting a subject to Berkley for lockup shall process the subject consistent with Berkley Department of Public Safety Rules and Regulations. When available, Berkley personnel may provide assistance with prisoner processing.

- i. When a Lathrup Village prisoner is to be released (i.e. turned over to another agency, transported to county jail, or taken to another facility, etc.), a Lathrup Village officer shall respond and take responsibility for all prisoner property not transferred with the prisoner.
  - ii. Berkley agrees that should an emergency arise in Lathrup Village during prisoner processing, Berkley will take reasonable steps to provide personnel to assist Lathrup Village officer(s) with the processing of its detainee(s) so that Lathrup Village officer(s) may respond to Lathrup Village emergency.
- d. Refusal of Subjects. Berkley reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in Berkley lockup for any reason in the opinion of Berkley officer-in-charge (or his/her designee), including but not limited to refusal of admittance to any subject suffering from mental illness or from a medical condition that threatens the security or the efficient operation of Berkley's lockup.
- e. Medical Services. Lathrup Village agrees to pay for all costs and fees associated with the provision of medical care, transportation and treatment by Berkley emergency services personnel, any ambulance service, or any medical personnel or entity, to any detainee accepted by Berkley for Lockup Services under this Agreement for the full duration of detention. If, after acceptance of a subject for lockup in Berkley, the detainee requires medical care and/or treatment, Lathrup Village shall provide officers to guard the prisoner during the course of the detainee's medical care. To the fullest extent permitted by law, and to the extent of the cost of medical care provided to a detainee, Lathrup Village hereby agrees to indemnify and hold harmless Berkley for any and all claims, demands, lawsuits, or causes of action brought by any person, corporation, or government unit against Berkley, its agents, elected or appointed officials, and employees arising from or in connection with the medical care and treatment of detainees housed in Berkley's lockup pursuant to this Agreement.
- f. Transportation. Lathrup Village shall be responsible for transporting its detainees from Berkley's lockup to court, county jail, or other agencies or facilities as required.
- g. Blood Draws for OWI Arrests. Lathrup Village prisoners arrested for OWI or similar charges, and requiring a blood draw, shall be subject to Berkley Department of Public Safety Rules and Regulations for this process. Lathrup Village agrees to pay for all services related to blood draws for detainees housed in Berkley lockup under this Agreement.
- h. Bond. Lathrup Village agrees to process bond for all Lathrup Village detainees housed in Berkley lockup under this Agreement. Persons wishing to post bond for Lathrup Village prisoners shall be directed to contact Lathrup Village and make arrangements for Lathrup Village officers to process the bond. Proof of bond shall be presented prior to the release of a Lathrup Village prisoner.

- i. Use of Technology. When practical, and so as not to interfere with the security or the efficient operation of Berkley's lockup, Lathrup Village shall be allowed to utilize available technology located at Berkley lockup for video arraignments or other court appearances of its detainees under this Agreement.
4. Administrative and Financial Responsibility. Berkley's provision of Lockup Services to Lathrup Village shall be administered by Berkley as follows:
    - a. Control of Lockup Services. The Lockup Services performed by Berkley shall be under the exclusive jurisdiction and control of Berkley's Director of Public Safety. All Lathrup Village personnel transporting subjects for lockup in Berkley shall adhere to Berkley's Department of Public Safety Rules and Regulations concerning lockup.
    - b. Lathrup Village Input. If Lathrup Village Police Chief objects to a Rule or Regulation utilized in the provision of Lockup Services to Berkley, the Lathrup Village Police Chief or his designee shall submit Lathrup Village's objection in writing to the Berkley Director of Public Safety. The Berkley Director of Public Safety or his designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his determination of the issue. In the event that the matter is not resolved to Lathrup Village's satisfaction, the Berkley City Manager and the Lathrup Village City Administrator shall meet to review the matter.

Lathrup Village is not responsible for the customs, policies, or practices of Berkley as related to the operation of the jail facility or the provision of Lockup Services. Lathrup Village is not responsible for the hiring, supervision, or training of jail personnel. Lathrup Village is not responsible for the jail building, its operation, or its design.
    - c. Fee for Services. In consideration for Berkley's provision of Lockup Services as described herein, Lathrup Village shall pay Berkley in accordance with the following:
      - i. Operations. In consideration of the Lockup Services provided by Berkley, Lathrup Village agrees to pay to Berkley a fee of One Hundred Dollars (\$100) for each occasion a prisoner is processed and lodged, or lodged for appearance in court. A fee will not be charged for Lathrup Village prisoners who are processed in the Berkley lockup without being lodged.
      - ii. Improvements to Lathrup Village Equipment. Lathrup Village shall be responsible for additional equipment needed for its officers, vehicles, and police station for the efficient provision of the Lockup Services pursuant to this Agreement.
      - iii. Payment Terms. The fees owed under this Agreement shall be payable in quarterly installments, made on or before the first day of the quarter.

Interest at the rate of 1% per month shall be paid by Lathrup Village to Berkley for any amounts not received by Berkley by the payment due date. Berkley shall submit quarterly invoices to Lathrup Village in accordance with Berkley policy.

- d. Personnel. The Municipalities agree that no personnel are required to be transferred from Lathrup Village to Berkley to provide the Lockup Services called for in this Agreement.
  - e. Lockup Documents. The Municipalities shall exchange copies of all reports, correspondences, and other documents which each community produces regarding the lockup facility as requested. The recipient of these documents shall treat them in the same manner the provider treats them. Documents which are confidential shall be marked as such and shall be treated in accordance with the provider's instructions.
5. Equity and Assets. All equity in assets and equipment of Berkley's lockup facility shall remain the property of Berkley. Payment for services provided pursuant to this Agreement shall not entitle Lathrup Village to any interest of any kind in such assets or equipment; provided, however, that any assets or equipment purchased by Lathrup Village shall be returned to Lathrup Village in the event of termination of this Agreement.
  6. Term of Agreement. This Agreement shall be for a term of three (3) years, beginning on the 1<sup>st</sup> day of May, 2021 and ending on the 30<sup>th</sup> day of April, 2024.
  7. Insurance Coverage. Lathrup Village shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability, motor vehicle liability, and worker's compensation in amounts it determines to be appropriate, with Berkley being named as an additional insured on all liability policies and entitled to copies of Certificates of Insurance confirming the required insurance during the entire term of this Agreement. Lathrup Village shall add Berkley as an additional insured for these liabilities. Berkley shall add Lathrup Village as an additional insured under its policy for the services provided under this Agreement.
  8. Liability and Indemnification. To the fullest extent permitted by law, Lathrup Village agrees to hold Berkley harmless from any and all claims, suits, demands, judgments, or causes of action made against Berkley, its elected or appointed officials, employees, agents, or volunteers for the actions of Lathrup Village's elected or appointed officials, employees, agents, or volunteers arising from or in connection with the performance of this Agreement. To the fullest extent permitted by law, Berkley agrees to hold Lathrup Village harmless from any and all claims, suits, demands, judgments, or causes of action made against Berkley, its elected or appointed officials, employees, agents, or volunteers, for the actions of Berkley's elected or appointed officials, employees, agents, or volunteers arising from or in connection with performance of this Agreement. Except as provided herein, neither Municipality shall have any right under any legal principle to be indemnified by the other Municipality or any of its employees or agents in connection with any claim.

9. Governmental Immunity and Authority Unaffected. Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of either Municipality or any of its agents.
10. Termination.
  - a. This Agreement may be terminated at any time for any reason, and with or without cause, by the written agreement of Berkley and Lathrup Village, approved by the concurrent resolutions of Berkley City Council and Lathrup Village City Council. Said agreement shall provide a period of at least 90 days before the termination becomes effective and Lockup Services are discontinued.
  - b. This Agreement may be terminated by Berkley if Lathrup Village fails to pay an amount owing under this Agreement, including applicable late charges and interest, within 60 days of when the payment was due. Such termination by Berkley shall be by written notice to Lathrup Village that contains a clearly stated effective date of the termination that is at least 30 days after the date of the notice. If all amounts owing, including past due installments, late charges, interest, and any new installments coming due during that time are not paid, the termination shall be effective, relieving Berkley from any obligation to provide any further Lockup Services. Before Berkley gives notice of termination under this provision, it shall first notify Lathrup Village of its failure to timely pay the amount owed and allow a reasonable opportunity for Lathrup Village to pay such amount.
  - c. In addition to a termination under subsections (a) and (b), either Municipality may terminate this Agreement for any reason, and with or without cause, by written notice to the other Municipality. During the Initial Term, one (1) year written notice shall be required before termination. During any Renewal Term, six (6) months' written notice shall be required before termination.
11. No Third Party Beneficiaries. The sole and exclusive purpose of this Agreement is to provide Lockup Services for Lathrup Village. This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a party to this Agreement.
12. Independent Contractor. Berkley shall provide the Lockup Services to Lathrup Village as an independent contractor, with Berkley being responsible for all workers' compensation and other insurance, income tax, social security, and other withholding, and all other compensation or benefits for Berkley employees involved in providing the Lockup Services. At no time shall any Berkley employee involved in providing services be considered or claimed be to an employee or agent of Lathrup Village, and Lathrup Village

shall not be deemed or allowed to control, supervise, or direct Berkley employees involved in providing Lockup Services.

13. Assignments. Berkley's obligations under this Agreement may not be assigned except with the approval of Lathrup Village.
14. Notices. Notices shall be to Berkley City Manager and Lathrup Village City Administrator of the respective Municipalities at the addresses on Page 1.
15. Amendments. Amendments of this Agreement shall be in writing, approved by concurrent resolutions of Berkley City Council and Lathrup Village City Council, and be signed by authorized representatives of the Municipalities.
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 and effect.
17. Applicable Law. 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. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Municipality. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
18. No Waiver. Absent an express written waiver, the failure of a Municipality to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
19. Compliance with Laws. Each Municipality shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
20. Entire Agreement. This Agreement contains the entire Agreement of the Municipalities with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
21. Filing. As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Berkley City Council and City of Lathrup Village City Council, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

**CITY OF BERKLEY**

By: \_\_\_\_\_  
Name: Daniel Terbrack  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Matthew Baumgarten  
Title: City Manager  
Date: \_\_\_\_\_

**CITY OF LATHRUP VILLAGE**

By: \_\_\_\_\_  
Name: Kelly Garrett  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dr. Sheryl L. Mitchell  
Title: City Administrator  
Date: \_\_\_\_\_