

MISCELLANEOUS RESOLUTION ;#16225

August 18, 2016

BY: Public Services Committee, William Dwyer, Chairperson

IN RE: ANIMAL CONTROL – ESTABLISH FISCAL YEARS 2017 – 2019 MUNICIPALITY CONTRACTS AND OAKLAND COUNTY ANIMAL SHELTER AND PET ADOPTION RATES FOR BOARDING AND DISPOSAL

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Oakland County Animal Shelter and Pet Adoption Center administers the provisions of P.A. 339 of 1919 as amended (the Dog Law); and

WHEREAS the Oakland County Animal Shelter and Pet Adoption Center renders services to local jurisdictions through Purchase Contracts; and

WHEREAS the Oakland County Board of Commissioners, per Miscellaneous Resolution #14042 enacted the following rates through September 30, 2016:

	<u>FY2016</u>
Care of boarded animals	\$ 21.00
Disposal of live (non-boarded) animals	\$ 19.00
Disposal of live (boarded) animals	\$ 6.00
Disposal of small dead animals	\$ 18.00

; and

WHEREAS the Oakland County Animal Shelter and Pet Adoption Center and the Department of Management and Budget, through a cost analysis, recommend a revision in the rates be established effective upon final approval of this resolution of the Board of Commissioners through September 30, 2019:

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>
Care of boarded animals	\$ 23.00	\$ 23.00	\$ 23.00
Disposal of live (non-boarded) animals	\$ 22.00	\$ 22.00	\$ 23.00
Disposal of live (boarded) animals	\$ 7.00	\$ 7.00	\$ 7.00
Disposal of small dead animals	\$ 21.00	\$ 21.00	\$ 22.00

; and

WHEREAS there are currently nine (9) municipalities within Oakland County still providing animal control services to their residents and use the Oakland County Animal Shelter and Pet Adoption Center as a boarding and/or disposal facility; and

WHEREAS the government of Oakland County would recover 100% of its cost based on the revised rates.

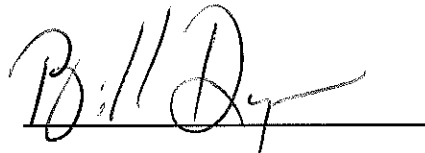
NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby establish the following Oakland County Animal Shelter and Pet Adoption Center rates for boarding and disposal to be charged to municipalities purchasing service contracts with the Oakland County Animal Shelter and Pet Adoption Center.

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>
Care of boarded animals	\$ 23.00	\$ 23.00	\$ 23.00
Disposal of live (non-boarded) animals	\$ 22.00	\$ 22.00	\$ 23.00
Disposal of live (boarded) animals	\$ 7.00	\$ 7.00	\$ 7.00
Disposal of small dead animals	\$ 21.00	\$ 21.00	\$ 22.00

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized to execute a purchase of service contract with local jurisdictions upon the final approval of this resolution by the Board of Commissioners through September 30, 2019 rates upon receipt of an Interlocal Agreement signed by each of the following jurisdictions; Bloomfield Township, City of Berkley, City of Hazel Park, City of Huntington Woods, Lathrup Village, City of Madison Heights, City of Rochester, City of Southfield and Southfield Township.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE



PUBLIC SERVICES COMMITTEE

Motion carried unanimously on a roll call vote with Scott and McGillivray absent.

Resolution #16225

August 18, 2016

The Chairperson referred the resolution to the Finance Committee. There were no objections.

FISCAL NOTE (MISC. #16225)

August 31, 2016

BY: Finance Committee, Tom Middleton, Chairperson

IN RE: ANIMAL CONTROL – ESTABLISH FISCAL YEARS 2017 – 2019 MUNICIPALITY
CONTRACTS AND OAKLAND COUNTY ANIMAL SHELTER AND PET ADOPTION RATES FOR
BOARDING AND DISPOSAL

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

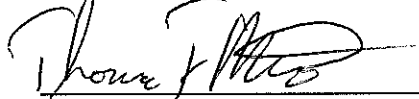
Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. The resolution authorizes the following rates for the Oakland Pet Adoption Center:

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>
Care of boarded animals	\$23.00	\$23.00	\$23.00
Disposal of live (non-boarded) small animals	\$22.00	\$22.00	\$23.00
Disposal of live (boarded) small animals	\$ 7.00	\$ 7.00	\$ 7.00
Disposal of small dead animals	\$21.00	\$21.00	\$22.00

2. The fees were last revised in 2014 per Miscellaneous Resolution #14042 for a three-year period (Fiscal Year 2014 – Fiscal Year 2016).
3. A cost analysis has determined that the recommended adjustment in rates would continue to recover 100% of the cost for contracted Boarding and Disposal, consistent with County Policy relative to municipal disposal contracts.
4. A budget amendment is not required at this time.

FINANCE COMMITTEE



FINANCE COMMITTEE VOTE:

Motion carried unanimously on a roll call vote.

Resolution #16225


August 31, 2016

Moved by Kochenderfer supported by Quarles the resolutions (with fiscal notes attached) on the amended Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Fleming, Gershenson, Gingell, Gosselin, Hoffman, Jackson, Kochenderfer, Kowall, Long, McGillivray, Middleton, Quarles, Scott, Spisz, Taub, Weipert, Woodward, Zack, Bowman, Dwyer. (20)

NAYS: None. (0)


A sufficient majority having voted in favor, the resolutions (with fiscal notes attached) on the amended Consent Agenda were adopted (with accompanying reports being accepted).

 9/2/16
**I HEREBY APPROVE THIS RESOLUTION
CHIEF DEPUTY COUNTY EXECUTIVE
ACTING PURSUANT TO MCL 45.559A (7)**

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on August 31, 2016, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 31st day of August, 2016.


Lisa Brown, Oakland County



OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD
ELECTIONS DIVISION

LISA BROWN
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA
DIRECTOR OF ELECTIONS

March 8, 2017

Michigan Department of State
Office of the Great Seal
Richard H. Austin Building, 1st Floor
430 W. Allegan
Lansing, MI 48918

Dear Office of the Great Seal:

On August 31, 2016 the Board of Commissioners for Oakland County entered into an agreement per MR #16225 – Animal Control – Establish Fiscal Years 2017-2019 Municipality Contracts and Oakland County Animal Shelter and Pet Adoption Rates for Boarding and Disposal.

As required by Urban Cooperation Act 7 of 1967 - MCL 124.510(4), a copy of the signed agreement with the County of Oakland and the Township of Southfield, and the authorizing Board of Commissioners Resolution are enclosed for filing by your office.

Send confirmation of receipt of this agreement to:

Mr. Joseph Rozell, Director of Elections
Oakland County Clerk/Register of Deeds
County Service Center, Building #14 East
1200 N. Telegraph Rd.
Pontiac, MI 48341

(Please include our Miscellaneous Resolution number on the confirmation of receipt letter for filing purposes.)

Contact our office at (248) 858-0564 if you have any questions regarding this matter.

Sincerely,
COUNTY OF OAKLAND

Joseph J. Rozell, CERA
Director of Elections

Cc: Pat Davis, Corporation Counsel, Oakland County
Deanna Fett-Hylla, Corporation Counsel, Oakland County
Bob Gatt, Manager, Oakland County Animal Control
Sharon Tischler, Clerk, Township of Southfield

Enclosures

ADMINISTRATIVE OFFICE
1200 N. TELEGRAPH RD., DEPT. 415
PONTIAC, MICHIGAN 48341-0415
(248) 858-0561
CLERK@OAKGOV.COM

ELECTIONS DIVISION
1200 N. TELEGRAPH RD., DEPT. 417
PONTIAC, MICHIGAN 48341-0417
(248) 858-0564
ELECTIONS@OAKGOV.COM

LEGAL & VITAL RECORDS
1200 N. TELEGRAPH RD., DEPT. 413
PONTIAC, MICHIGAN 48341-0413
(248) 858-0581
CLERKLEGAL@OAKGOV.COM

REGISTER OF DEEDS
1200 N. TELEGRAPH RD., DEPT. 480
PONTIAC, MICHIGAN 48341-0480
(248) 858-0605
DEEDS@OAKGOV.COM

**MINUTES OF THE SOUTHFIELD TOWNSHIP BOARD OF TRUSTEES
MEETING HELD ON SEPTEMBER 13, 2016**

Supervisor Schmitt called the meeting to order at 7:30 p.m. at the Township Hall.

ROLL CALL:

Present: Supervisor Schmitt, Clerk Tischler, Treasurer Mooney and Trustees Cook, Nelson, Scarcello and Walsh

Absent: None

Others Present: Sandra LaJoie, Deputy Clerk
Robert Borgon, Beverly Hills, Liaison

Supervisor's Report

Supervisor Schmitt congratulated Clerk Tischler, Treasurer Mooney and Trustees Cook, Nelson and Scarcello on their landslide victories. Supervisor Schmitt thanked Trustee Walsh for continuing to represent the Township on the South Oakland County Water Authority Board as well as continuing to be a member of the Southfield Township Compensation Committee.

Clerk's Report

Clerk Tischler stated preparations are underway for the November General Election. New worker training is scheduled for September 14th. The Village of Franklin has placed ten Charter Revision Questions and a Bond Proposal on the November Ballot. Franklin precincts 8 & 9 will have a two page ballot.

Clerk Tischler noted as of August 31st 886 dog licenses have been issued compared to 885 in 2015 and 40 cat licenses have been issued compared to 38 in 2015.

Clerk Tischler suggested a review of the need of our Merchants License Ordinance.

Clerk Tischler noted in the e-mailed information items of August 26th item 8-67 was a statement of the invested funds available for the Retiree Health Care Fund from MERS.

Clerk Tischler mentioned the Beverly Hills Council has offered their appreciation on several occasions for the use of the Township Hall for their meetings while the Village Offices are being renovated.

Treasurer's Report

Treasurer Mooney commented Wednesday, September 14th is the last day to pay County and Village taxes without penalty. To date we have collected 83%.

PUBLIC COMMENTS ON ITEMS NOT CONTAINED ON THE PUBLISHED AGENDA:

No one wished to be heard.

APPROVAL OF AGENDA:

Motion by Mooney, supported by Walsh, to approve the agenda as presented.

Motion carried unanimously.

APPROVAL OF JULY 12, 2016 REGULAR MEETING MINUTES:

Supervisor Schmitt offered the July 12, 2016 meeting minutes for approval.

Motion by Scarcello, supported by Nelson, to approve the July 12, 2016 Board meeting minutes as presented.

Motion carried unanimously.

PUBLIC HEARING FOR POLICE AND FIRE SPECIAL ASSESSMENT DISTRICTS:

Supervisor Schmitt opened the Public Hearing at 7:34 p.m. for comments on the Police and Fire Special Assessment Districts for Township Only Residents in the Villages of Beverly Hills and Franklin for 2016-2017.

No one wished to be heard.

Supervisor Schmitt closed the public hearing at 7:35 p.m.

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION TO ADOPT SPECIAL ASSESSMENT DISTRICT FOR POLICE AND FIRE PROTECTION BY THE VILLAGE OF BEVERLY HILLS:

Resolved by Walsh, seconded by Tischler, the following resolution be adopted:

WHEREAS, the voters of the unincorporated area of Southfield Township having expressed their desires for the setting up of special assessment districts for fire and police protection; and

WHEREAS, the Southfield Township Board of Trustees is cognizant of the need for such special assessment districts.

NOW, THEREFORE, BE IT RESOLVED, since a public hearing has been set for estimates of costs and expenses for the establishment of fire and police protection special assessment districts pursuant to MCL 41.801 et seq. the following shall be levied for the unincorporated area of Southfield Township to be serviced by the Village of Beverly Hills at a rate of 9.4903 mills per 1,000 Taxable Value.

<u>SIDWELL:</u>	<u>NAME:</u>	<u>TV:</u>	<u>FEE:</u>
T 24-01-301-003	Robert & Kathleen Hayward 17342 W. 13 Mile Road	\$ 86,070	\$ 816.83
T 24-01-301-004*	Midwest Memorial Group LLC 31300 Southfield Road Suite 1	\$119,010	\$1,129.44 +700.00 <u>\$1,829.44</u>

* The charge for 2016-2017 is in the amount of \$ 1,829.44. This amount has been based on a final figure of a \$700 charge for the property and the remaining balance of \$1,129.44 is based upon 9.4903 millage rate times the building Taxable Value of \$ 119,010.

ROLL CALL:

Ayes: Tischler, Mooney, Cook, Nelson, Scarcello, Walsh, Schmitt
Nays: None
Absent: None

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION TO ADOPT SPECIAL ASSESSMENT DISTRICT FOR FIRE SERVICES BY THE BINGHAM/FRANKLIN VOLUTEER FIRE DEPARTMENT FOR 2016-2017:

Resolved by Mooney, seconded by Scarcello, the following resolution be adopted:

WHEREAS, the voters of the unincorporated area of Southfield Township having expressed their desires for the setting up of special assessment districts for fire protection; and

WHEREAS, the Southfield Township Board of Trustees is cognizant of the need for such special assessment districts.

NOW, THEREFORE, BE IT RESOLVED, since a public hearing has been set for the establishment of a fire protection special assessment district pursuant to MCL 41.801 et seq. for the unincorporated area of Southfield Township to be serviced by the Bingham Farms/Franklin Fire Department at a rate of 2.00 mills per 1,000 TV for the following properties:

<u>SIDWELL:</u>	<u>NAME:</u>	<u>TV:</u>	<u>FEE:</u>
T 24-06-101-001	Harold R. Marderosian 27360 W. 14 Mile Road	\$201,430	\$402.86
T 24-06-101-002	Burton D. Farbman, TTEE 27272 W. 14 Mile Road	303,570	607.14
T 24-06-101-003	Practorian Capital LLC 465 Brickell Ave. Apt. 519 Miami, Fl 33131-2497	265,430	530.86
T 24-06-101-004	Prashanth Balusu Sashi Chilakapati 27190 W. 14 Mile Rd.	241,190	482.38
T 24-06-101-005	Allen S. & Danielle Shifman 27170 W. 14 Mile Road	214,750	429.50
T 24-06-101-006	Timothy/Beverly Blair 27160 W. 14 Mile Road	207,380	414.76
T 24-06-101-007	Paul R. Ziegler P.O. Box 250428	119,050	238.10

ROLL CALL:

Ayes: Mooney, Cook, Nelson, Scarcello, Walsh, Schmitt, Tischler
Nays: None
Absent: None

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION TO ADOPT SPECIAL ASSESSMENT DISTRICT FOR POLICE SERVICES BY VILLAGE OF FRANKLIN FOR 2016-2017:

Resolved by Cook, seconded by Walsh, the following resolution be adopted:

WHEREAS, the voters of the unincorporated area of Southfield Township having expressed their desires for the setting up of special assessment districts for police protection;
and

WHEREAS, the Southfield Township Board of Trustees is cognizant of the need for such special assessment districts.

NOW, THEREFORE, BE IT RESOLVED, since a public hearing has been set for estimates of costs and expenses for the establishment of a police protection special assessment district pursuant to MCL 41.851 et seq. for the unincorporated area of Southfield Township to be serviced by the Village of Franklin at a rate of 4.00 mills per 1,000 TV for the following properties:

<u>SIDWELL:</u>	<u>NAME:</u>	<u>TV:</u>	<u>FEE:</u>
T 24-06-101-001	Harold R. Marderosian 27360 W. 14 Mile Road	\$201,430	\$ 805.72
T 24-06-101-002	Burton D. Farbman, TTEE 27272 W. 14 Mile Road	303,570	1,214.28
T 24-06-101-003	Practorian Capital LLC 465 Brickell Ave. Apt. 519 Miami, FL 33131	265,430	1,061.72
T 24-06-101-004	Prashanth Balusu Sashi Chilakapati 27190 W. 14 Mile Rd.	241,190	964.76
T 24-06-101-005	Allen S. & Danielle Shifman 27170 W. 14 Mile Road	214,750	859.00
T 24-06-101-006	Timothy/Beverly Blair 27160 W. 14 Mile Road	207,380	829.52
T 24-06-101-007	Paul R. Ziegler P.O. Box 250428	119,050	476.20

ROLL CALL:

Ayes: Cook, Nelson, Scarcello, Walsh, Schmitt, Tischler, Mooney
Nays: None
Absent: None

DISCUSSION AND POSSIBLE RENEWAL OF OAKLAND COUNTY ANIMAL CONTROL SERVICES CONTRACT:

Supervisor Schmitt commented the Oakland County Animal Control Center is our backup location for housing and disposing of animals, and our primary kennel for aggressive animals. Although we seldom use the county's shelter and services, we do need to keep it in case it is needed.

Our existing contract with the County runs through September 30, 2016. The County has sent us a new proposed contract covering the period of October 1, 2007, through September 30, 2019. The language is similar to the present contract. The rates are going up slightly. The current rates are listed on the pertinent pages of the old contract. In 2015, and so far in 2016, we have not needed any of the County's services.

My recommendation is that we approve the renewal.

Resolved by Cook, supported by Scarcello, to approve the Oakland County Animal Care Center Service and Disposal Interlocal Agreement, covering the period of October 1, 2016 through September 30, 2019, and authorize the Supervisor and Clerk to execute the contract on the Township's behalf.

ROLL CALL:

Ayes: Nelson, Scarcello, Walsh, Schmitt, Tischler, Mooney, Cook
Nays: None
Absent: None

DISCUSSION AND POSSIBLE RESOLUTION FOR ADOPTION OF BUILDING SERVICES AGREEMENT AND APPOINTMENT OF ENFORCEMENT AGENT:

Supervisor Schmitt noted the proposed Agreement between Professional Services and the Village of Beverly Hills, Southfield Township and SAFEbuilt MICHIGAN, LLC has been negotiated and approved by the Township's attorney as well as Beverly Hills' attorney.

Supervisor Schmitt noted for the record, since it is cancelable upon 30 days' notice, the Agreement was approved as a temporary interim agreement as authorized at the July BOT meeting.

Clerk Tischler commented the Royal Oak Building Department should supply the Village and Township with all the information they have maintained during the time they acted as the Building Department for Beverly Hills and Southfield Township.

Clerk Tischler stated that plans and permits issued for the Township Only parcels are and should be maintained at the Township Office.

The Board agreed.

Resolved by Nelson, seconded by Scarcello, that the Southfield Township Board hereby adopts the Professional Services Agreement Between the Village of Beverly Hills, Michigan and Southfield Township, Michigan and SAFEbuilt MICHIGAN, LLC, signed by the Supervisor August 4, 2016.

It is further resolved that the Southfield Township Board hereby appoints SAFEbuilt MICHIGAN LLC, and/or its agents, as the official authorized to enforce all relevant codes.

ROLL CALL:

Ayes: Scarcello, Walsh, Schmitt, Tischler, Mooney, Cook, Nelson
Nays: None
Absent: None

FIRST READING OF CHANGES TO THE ANIMAL CONTROL ORDINANCE:

Supervisor Schmitt commented at the July Board meeting we approved a revised Animal Control Ordinance and forwarded it to our attorney to insert the changes into ordinance form.

The Procedure for implementation requires two readings. This is followed by an affirmative vote of the Board, and then the proposed ordinance, or a summary, must be published 30 days before the new ordinance can go into effect.

The plan is to have a first reading in September and second reading and vote in October. Then to have the ordinance, or summary, published in time for the new ordinance to be in place by January 1, 2017.

Supervisor Schmitt read the following amendments to the Animal Control Ordinance:

Sections: 90.02; 90.05; 90.26; 90.28; 90.41; 90.42; 90.43

After general discussion there was a request for additional clarification of the definition of a fence and it was noted that there are no procedures in place for handling fines and fees.

Other than the reading, no other action is required at the September meeting.

DISCUSSION ANN POSSIBLE UPDATE OF COMPENSATION STUDY:

Supervisor Schmitt mentioned last December, after discussion, we tabled any action on a possible Update of the Classification and Compensation Study, performed by the MML at a cost of \$2,516 in 1996.

The cost of the update (from December 2015) could be \$4,200. Of course, some of the offered services might not be necessary for such a small office, and particularly considering the speed job descriptions change with technology.

Supervisor Schmitt noted this item was not budgeted and inquired if the Board was interested in pursuing the study.

After general discussion, it was the consensus of the Board to re-visit this topic in two years.

DISCUSSION AND POSSIBLE APPROVAL OF JULY EXPENDITURES:

Motion by Walsh, supported by Cook, to approve the July expenditures as follows:

101 General Fund	\$ 58,903.84
703 Tax Fund	<u>\$4,091,001.70</u>
Total	\$4,149,095.54

Clerk Tischler and Treasurer Mooney answered all questions.

Motion carried unanimously.

DISCUSSION AND POSSIBLE APPROVAL OF AUGUST EXPENDITURES:

Motion by Walsh, supported by Scarcello, to approve the August expenditures as follows:

101 General Fund	\$ 53,503.72
703 Tax Fund	<u>\$ 4,959,739.65</u>
Total	\$ 5,013,243.37

Motion carried unanimously.

COMMENTS FROM THE AUDIENCE:

No one wished to be heard.

COMMENTS FROM THE BOARD:

Treasurer Mooney commented the State and the Assessing Department at the County have resumed communication.

Trustee Walsh noted the South Oakland County Water Authority (SOCWA) will meet tomorrow at 8:30 a.m. at the City of Lathrup Village. Trustee Walsh added in the current issue of the Township News on page 24 and 25 there is an article on Muhammed Ali.

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Trustee Scarcello inquired about the possible reduction in Revenue Sharing.

Treasurer Mooney responded it barely impacts the Township. The Township is not eligible for State Shared Revenue however we do receive the Constitutional Shared Revenue.

Supervisor Schmitt is happy about straight ticket.

Supervisor Schmitt adjourned the meeting at 8:21 p.m.

Phillip Schmitt, Supervisor

Sharon Tischler, Clerk

ANIMAL SHELTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE TOWNSHIP OF SOUTHFIELD, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the TOWNSHIP OF SOUTHFIELD, whose principal address is 18550 West 13 Mile, Southfield Twp., Michigan 48025, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

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

- §1. **DEFINITIONS** The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
- 1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such person's successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Animal Care Center** means a facility owned and operated by the COUNTY to care for impounded animals.
 - 1.6. **Impounded Small Animals** means all dogs, cats, wildlife (excluding live, healthy skunks), rodents and all other animals commonly kept as domestic pets which are impounded and confined at the Animal Care Center by: (1) agents of MUNICIPALITIES carrying out rabies program (1' A. 146,

1919) and animal control programs and/or (2) action of residents of MUNICIPALITIES under contract.

- 1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.
 - 1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or his authorized representative.
 - 1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.
 - 1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Care Center in accordance with contracted MUNICIPALITIES' policies, practices, and procedures.
 - 1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.
 - 1.12. **Euthanasia** means the humane destruction of animals.
 - 1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.
- §2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:
- 2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.
 - 2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give-up animals impounded by the MUNICIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.
 - 2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.
 - 2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Care Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting Applications for the redemption of impounded animals.
 - 2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.
 - 2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law.
 - 2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.
 - 2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement.

- 2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.
- 2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.
- 2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.
- 2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

§3. MUNICIPALITY RESPONSIBILITIES

- 3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.
- 3.2. The MUNICIPALITY shall furnish the COUNTY with an adequate supply of its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.

§4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the County for its services under this agreement:

- 4.1. A boarding fee per day for each animal impounded by action of the MUNICIPALITY and housed or accepted by the County will be:

2017	\$ 23.00
2018	\$ 23.00
2019	\$ 23.00

Such fee shall be limited to the required holding period as set forth by the MUNICIPALITY, Fees for the destruction and disposal of each animal held the required holding period will be:

2017	\$ 7.00
2018	\$ 7.00
2019	\$ 7.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the County covering the previous month's operations.

4.2. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2017	\$ 21.00
2018	\$ 21.00
2019	\$ 22.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.3. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2017	\$ 22.00
2018	\$ 22.00
2019	\$ 23.00

Such fee shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.4. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNICIPALITY, and the MUNICIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

§5. DURATION OF INTERLOCAL AGREEMENT

5.1. It is mutually agreed that the term of this agreement shall be effective October 1, 2016 and expiring September 30, 2019 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

§6. ASSURANCES

- 6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 6.2. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.
- 6.3. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNICIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

§7. TERMINATION OR CANCELLATION OF AGREEMENT

- 7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class
- 7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

§8. **SUSPENSION OF SERVICES.** Upon notice to MUNICIPALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.

§9. **RIGHT TO SET OFF.** Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

- §10. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
- §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, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.
- §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 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. 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.
- §14. FORCE MAJEURE. Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- §15. IN-KIND SERVICES. This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- §16. 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 Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- §17. 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 either Party shall subsequently effect its right to require strict performance of this agreement.
- §18. 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.
- §19. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- §20. 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.

§21. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.


§22. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding between the Parties. This agreement supercedes all other oral or written agreements between the Parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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.

IN WITNESS WHEREOF, Phillip Schmitt, Supervisor, Township of Southfield, hereby acknowledges that he/she has been authorized by a resolution of the Township of Southfield, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: 
Phillip Schmitt, Supervisor
Township of Southfield

DATE: 9-14-16

WITNESSED: 
Sharon Tischler, Clerk
Township of Southfield

DATE: 9-14-16

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: 
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

DATE: Dec 08, 2016

WITNESSED: 
John Hingel

DATE: 10-8-16