

REPORT (MISC. #11109)

June 9, 2011

BY: Finance Committee, Thomas Middleton, Chairperson

IN RE: PUBLIC SERVICES DEPARTMENT/ANIMAL CONTROL DIVISION
SERVICES AND DISPOSAL INTERLOCAL AGREEMENT – EXTENSION OF CURRENT
CONTRACT

To: The Oakland County Board of Commissioners
Chairperson, Ladies and Gentlemen:

The Finance Committee recommends that the resolution be amended to include the **City of Southfield and the Charter Township of Bloomfield** in the BE IT FURTHER RESOLVED statement.

Chairperson, on behalf of the Finance Committee, I move acceptance of the foregoing report.



FINANCE COMMITTEE

FINANCE COMMITTEE

Motion carried unanimously on a roll call vote.

MISCELLANEOUS RESOLUTION #11109

May 19, 2011

BY: PUBLIC SERVICES COMMITTEE – JIM RUNESTAD, CHAIRPERSON

IN RE: PUBLIC SERVICES DEPARTMENT/ANIMAL CONTROL DIVISION - SERVICES AND DISPOSAL INTERLOCAL AGREEMENT – EXTENSION OF CURRENT CONTRACTS

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS as the Oakland County Animal Control Division administers the provisions of P. A. 339 of 1919 as amended (the Dog Law); and

WHEREAS The Oakland County Animal Control Division renders services to local jurisdictions through Purchase Contracts; and

WHEREAS the Oakland County Board of Commissioners, per Miscellaneous Resolution #07225, established the following rates for 2010:

	<u>FY 2010</u>
Care of boarded animals	\$ 28.00
Disposal of live (non boarded) small animals	\$ 26.00
Disposal of live (boarded) small animals	\$ 5.00
Disposal of small dead animals	\$ 23.00

; and

WHEREAS these Purchase Contracts expired September 30, 2010; and

WHEREAS eleven municipalities, as of this date, continue to provide their own animal control services and use Oakland County Animal Control as a boarding and disposal facility; and

WHEREAS extending the Purchase Contracts allows these municipalities to continue to use the Oakland County Animal Control Division as a boarding and disposal facility and for the County to continue to charge for these services; and

WHEREAS this extension for Purchase Contracts will expire June 30, 2011.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the extension of the current Purchase Contracts at the 2010 rate for boarding and disposal to be charged to municipalities purchasing service contracts with the Oakland County Animal Control Division.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized to execute a purchase of service contract with local jurisdictions at the 2010 rate upon receipt of an Interlocal Agreement Amendment signed by each of the following local jurisdictions; Lathrup Village, City of Berkley, City of Farmington, City of Hazel Park, City of Madison Heights, City of Huntington Woods, City of Rochester, City of Troy and the Township of Southfield.

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.

**ANIMAL CARE CENTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT**

Amendment 1

Pursuant to Paragraph 21 of the Parties Animal Care Center Services and Disposal Interlocal Agreement for the period of October 1, 2007 through September 30, 2010, the parties hereby agree to amend the Agreement by extending its effective date through April 13, 2011.

All other contractual provisions of the Parties' Animal Care Center Service and Disposal Agreement for the period of October 1, 2007 through September 30, 2010 shall remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Louise Schilling, Mayor, City of Troy, hereby acknowledges that she has been authorized by a resolution of the City of Troy, a certified copy of which is attached, to execute this Agreement on behalf of the City and hereby accepts and binds the city to the terms and conditions thereof.

EXECUTED: *Louise Schilling* Dated: 4-4-11
Louise Schilling, Mayor
City of Troy

WITNESSED: *Tonni Bartholomew* Dated: 4-1-2011
Tonni Bartholomew, Clerk
City of Troy

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, to execute this Agreement on behalf of Oakland County and hereby and accepts and binds Oakland County to the terms and conditions of this Agreement.

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

WITNESSED: _____ Dated: _____
Bill Bullard, Jr., Clerk
County of Oakland

ANIMAL CARE CENTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF TROY, (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 CITY OF TROY, whose principal address is 500 West Big Beaver, Troy, Michigan 48304, 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:

2008	\$ 26.00
2009	\$ 27.00
2010	\$ 28.00

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:

2008	\$ 5.00
2009	\$ 5.00
2010	\$ 5.00

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:

2008	\$ 21.00
2009	\$ 22.00
2010	\$ 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.

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

2008	\$ 23.00
2009	\$ 25.00
2010	\$ 26.00

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, 2007 and expiring September 30, 2010 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 MUNICIPALITY agrees to indemnify and hold harmless the COUNTY and/or any COUNTY agent harmless from and against any and all claims, demands, judgements or causes of action, and from all expenses that may be incurred in investigating or defending against the same, arising from or growing out of any act of neglect or omission of the MUNICIPALITY, its agents or employees limited to the performance of this Agreement.
- 6.3. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.
- 6.4. 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, Louise Schilling, Mayor, City of Troy, hereby acknowledges that he/she has been authorized by a resolution of the City of Troy, 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: Louise Schilling
Louise Schilling, Mayor
City of Troy

DATE: November 12, 2007

WITNESSED: Tonni Bartholomew
Tonni Bartholomew, Clerk
City of Troy

DATE: November 12, 2007

IN WITNESS WHEREOF, Bill Bullard, Jr., 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: Bill Bullard Jr
Bill Bullard, Jr., Chairperson
Oakland County Board of Commissioners

DATE: 11/29/07

WITNESSED: Ruth Johnson
Ruth Johnson, Clerk, Register of Deeds
County of Oakland

DATE: 12/04/07

Resolution #11109

May 19, 2011

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

FISCAL NOTE (MISC. #11109)

June 9, 2011

BY: FINANCE COMMITTEE, TOM MIDDLETON, CHAIRPERSON

IN RE: **PUBLIC SERVICES DEPARTMENT/ANIMAL CONTROL DIVISION SERVICES AND DISPOSAL INTERLOCAL AGREEMENT – EXTENSION OF CURRENT CONTRACT 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. This resolution approves the extension of Purchase Contracts for eleven (11) municipalities (City of Madison Heights, City of Hazel Park, City of Farmington, City of Berkley, Lathrup Village, City of Rochester, Charter Township of Bloomfield, City of Huntington Woods, Township of Southfield, City of Southfield, and Troy) to continue to use the Oakland County Animal Control Division as a boarding and disposal facility thru June 30, 2011.
2. Miscellaneous Resolution #07225 established the 2010 rates. The 2010 rates will continue thru June 30, 2011, therefore no budget amendment is recommended.

FINANCE COMMITTEE



Thomas F. Middleton

FINANCE COMMITTEE

Motion carried unanimously on a roll call vote.

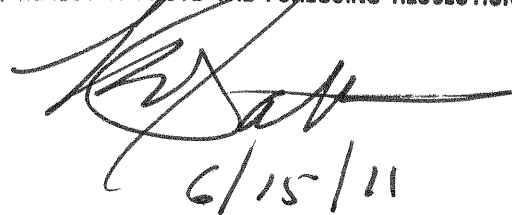
Moved by Runestad supported by Covey the resolutions (with fiscal notes attached) on the Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Covey, Crawford, Dwyer, Gingell, Gosselin, Greimel, Hatchett, Hoffman, Jackson, Long, Matis, McGillivray, Middleton, Nash, Nuccio, Potts, Quarles, Runestad, Scott, Taub, Weipert, Woodward, Zack, Bosnic. (24)

NAYS: None. (0)

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

I HEREBY APPROVE THE FOREGOING RESOLUTION



Handwritten signature of Bill Bullard Jr. and date 6/15/11

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Bill Bullard Jr., 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 June 9, 2011, 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 9th day of June, 2011.

Bill Bullard Jr.
Bill Bullard Jr., Oakland County

**ANIMAL CARE CENTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT**

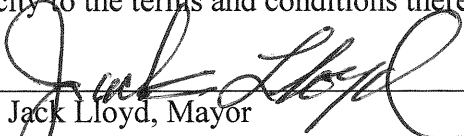
Amendment 1

Pursuant to Paragraph 21 of the Parties Animal Care Center Services and Disposal Interlocal Agreement for the period of October 1, 2007 through September 30, 2010, the parties hereby agree to amend the Agreement by extending its effective date through June 30, 2011.


All other contractual provisions of the Parties' Animal Care Center Service and Disposal Agreement for the period of October 1, 2007 through September 30, 2010 shall remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Jack Lloyd, Mayor, City of Hazel Park, hereby acknowledges that he has been authorized by a resolution of the City of Hazel Park, a certified copy of which is attached, to execute this Agreement on behalf of the City and hereby accepts and binds the city to the terms and conditions thereof.


EXECUTED: 
Jack Lloyd, Mayor
City of Hazel Park

Dated: 3/22/11


WITNESSED: 
Sharon Pinch, Clerk
City of Hazel Park

Dated: 3/22/11

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, to execute this Agreement on behalf of Oakland County and hereby and accepts and binds Oakland County to the terms and conditions of this Agreement.

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

Dated: 6-9-11

WITNESSED: 
Bill Bullard, Jr., Clerk
County of Oakland

Dated: 6/9/11

ANIMAL CARE CENTER
SERVICES AND DISPOSAL
INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF HAZEL PARK, (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 CITY OF HUNTINGTON WOODS whose principal address is 111 East Nine Mile Road, Hazel Park, 48030, 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 the 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. Fees for the destruction of each live small animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2008	\$ 23.00
2009	\$ 25.00
2010	\$ 26.00

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

- 4.2. Fees for disposal of dead small animals turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2008	\$ 21.00
2009	\$ 22.00
2010	\$ 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.

- 4.3. 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, 2007 and expiring September 30, 2010 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 MUNICIPALITY agrees to indemnify and hold harmless the COUNTY and/or any COUNTY agent harmless from and against any and all claims, demands, judgements or causes of action, and from all expenses that may be incurred in investigating or defending against the same, arising from or growing out of any act of neglect or omission of the MUNICIPALITY, its agents or employees limited to the performance of this Agreement.
- 6.3. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.
- 6.4. 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, Jack Lloyd, Mayor, City of Hazel Park, hereby acknowledges that he/she has been authorized by a resolution of the City of Hazel Park, 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.

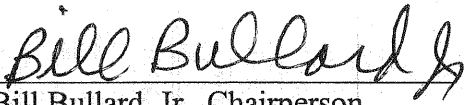
EXECUTED: 
Jack Lloyd, Mayor
City of Hazel Park

DATE: 6-22-10

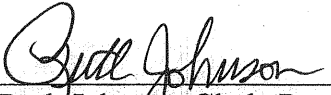
WITNESSED: 
Sharon Pinch, Clerk
City of Hazel Park

DATE: 6-22-10

IN WITNESS WHEREOF, Bill Bullard, Jr., 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: 
Bill Bullard, Jr., Chairperson
Oakland County Board of Commissioners

DATE: 6 July 10

WITNESSED: 
Ruth Johnson, Clerk, Register of Deeds
County of Oakland

DATE: 7-6-10



Bill Bullard Jr.
Oakland County Clerk/Register of Deeds
www.oakgov.com/clerkrod

July 15, 2011

Michigan Department of State
Office of the Great Seal
108 South Washington Square, Suite 1
Lansing, MI 48918

Dear Office of the Great Seal:

On June 9, 2011, the Board of Commissioners for Oakland County entered into an agreement per MR #11109 – Public Services Department/Animal Control Division Services and Disposal Interlocal Agreement – Extension of Current Contract.

As required by Urban Cooperation Act 7 of 1967 - MCL 124.510(4), a copy of the signed agreement with the City of Hazel Park 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 #12 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

Handwritten signature of Joseph J. Rozell in black ink.

Joseph J. Rozell
Director of Elections

Cc: Pat Davis, Corporation Counsel, Oakland County
Larry O'Brecht, Oakland County Animal Control Division Manager
Sharon Pinch, City of Hazel Park Clerk

Enclosures

Administrative Offices
1200 N Telegraph, Dept 415
Pontiac MI 48341-0415
(248) 858-0560
clerk@oakgov.com

Elections Division
1200 N Telegraph, Dept 417
Pontiac MI 48341-0417
(248) 858-0564
elections@oakgov.com

Legal & Vital Records
1200 N Telegraph, Dept 413
Pontiac MI 48341-0413
(248) 858-0581
clerklegal@oakgov.com

Register of Deeds Office
1200 N Telegraph, Dept 480
Pontiac MI 48341-0480
(248) 858-0605
deeds@oakgov.com

**CITY OF HAZEL PARK
CITY COUNCIL MEETING
March 22, 2011**

The City Council meeting of the City of Hazel Park was held Tuesday, March 22, 2011 at City Council Chambers, 111 E. Nine Mile Road, Hazel Park. Mayor Lloyd called the meeting to order at 7:00 p.m.

Present: Mayor Lloyd, Mayor Pro Tem Parisi, Councilman Keeton, Councilman LeCureaux, Councilman Webb

Absent:

Also Present: City Manager Ed Klobucher, City Attorney Arnold Shifman,
Building Official Roger Pinch, City Clerk/Assistant City Manager Sharon Pinch

CALL TO ORDER – 7:00 p.m.

CONSENT AGENDA

1. City Council Meeting Minutes, 03/08/11
2. Invoice Approval List
3. Amendment to Oakland County Animal Control Contract
4. Hazel Park Memorial Library Meeting Minutes, 02/24/11
5. Disposal of Equipment
6. Budget Transfers
7. Ratification

CO-03-046-11 Motion to Consent Agenda. Motion by Parisi seconded by Webb to approve Consent Agenda. Motion carried.

I, Sharon Pinch, City Clerk of the City of Hazel Park, do hereby certify that the foregoing minutes are a true copy of the foregoing minutes are a true copy of the City Council Meeting held on Tuesday, March 22, 2011