



Special City Council Meeting
7:00 PM, TUESDAY, SEPTEMBER 8, 2015
Conference Room
Farmington City Hall
23600 Liberty St
Farmington, MI 48335

SPECIAL MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC COMMENT

4. NEW BUSINESS

A. Consideration to Adopt Proclamation in Recognition of National Recovery Month - Sept. 2015

B. Consideration to Approve SMART Agreement for Transfer of Municipal and Community Credits

C. Consideration to Accept the Resignation of Elizabeth Turton from the Downtown Farmington Parking Advisory Committee

D. Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County

E. Consideration to Approve a Resolution to Execute the Interlocal Agreement with the Oakland County Narcotic Enforcement Team

F. Consideration to Approve Traffic Control Order- Additional 15 Minute Loading Zone on Thomas Street East of Farmington Road

G. Consideration to Approve Traffic Control Order-Loading Zone on Thomas Street

H. Consideration to Amend Traffic Control Order-Time Limited Parking Behind 33200 Grand River Avenue

I. Consideration to Amend Traffic Control Order-Time Limited Parking on Grand River Avenue

J. Consideration to Authorize the Lease of 4 Multipurpose Printer/Copier/Scanner/Fax Machines and 1 Color Printer

5. OTHER BUSINESS

A. Discuss MDOT Road Scoping Project – Jon Kramer, OHM

6. COUNCIL COMMENT

7. ADJOURNMENT

Motion To Adjourn

**Farmington City Council
Staff Report**

Council Meeting Date:
September 8, 2015

**Reference
Number
(ID # 2001)**

Submitted by: David Murphy, City Manager

Description: Consideration to Adopt Proclamation in Recognition of National Recovery Month - Sept. 2015

Requested Action:

Adopt Proclamation recognizing September, 2015 as National Recovery Month

Background:

Christina Nicholas, Office of Substance Abuse Services from the Oakland County Community Mental Health Authority, submitted a request to communities in Oakland County to approve a proclamation designating September as Recovery Month to promote awareness about substance use and recovery.

Agenda Review

Review:

David M. Murphy Completed 09/03/2015 3:19 PM

City Manager Completed 09/03/2015 3:20 PM

City Council Pending 09/08/2015 7:00 PM



CITY COUNCIL PROCLAMATION in RECOGNITION of

National Recovery Month – September 2015

- WHEREAS, substance use recovery is important for individual well-being and vitality, as well as for families, communities and businesses; and
- WHEREAS, approximately 20.7 million people in the United States have a substance use disorder; and
- WHEREAS, we believe everyone facing substance use disorders deserve the benefit of recover; and
- WHEREAS, Friday, September 25, 2015, has been designated for Oakland County's Eighth Annual Substance Use Recovery Celebration and Walk; and
- WHEREAS, stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and
- WHEREAS, substance use disorders occur when the recurrent use of alcohol and/or drugs causes clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and
- WHEREAS, substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of his/her choice while striving to achieve his/her full potential; and
- WHEREAS, substance use disorder recovery benefits individuals with substance use disorders by focusing on their abilities to live, work, learn and fully participate and contribute to our society, and also enriches the culture of our community; and

NOW, THEREFORE, BE IT RESOLVED that I, Bill Galvin, Mayor of the City of Farmington, on behalf of the City Council and all the citizens of Farmington, hereby recognize September 2015 as National Recovery Month. Farmington calls upon its citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

Bill Galvin, Mayor Sept. 8, 2015

**Farmington City Council
Staff Report**
Council Meeting Date:
September 8, 2015

**Reference
Number
(ID # 1994)**
Submitted by: David Murphy, City Manager

Description: Consideration to Approve SMART Agreement for Transfer of Municipal and Community Credits

Requested Action:

Move to authorize the City Manager to sign the agreement with SMART for Municipal Credits and Community Credits on behalf of the City for Fiscal Year 2016.

Background:

Each year the City enters into an agreement with the Suburban Mobility Authority for Regional Transportation (SMART) to receive municipal and community credits for local transportation programs. The Municipal Credits allocated to the City of Farmington for Fiscal Year 2016 are \$10,184. The allocation for Community Credits is \$13,136. There is no change in the Municipal or Community Credit amount from 2015. As in the past, the County would transfer credits to the Farmington Hills Senior Program Services to operate the Dial-A-Ride program.

In 1999, a Dial-A-Ride program was established for the cities of Farmington Hills and Farmington. The City of Farmington Hills Senior Services Division administers the program. The cities of Farmington Hills and Farmington annually transport approximately 6,000 persons through this Dial-A-Ride service using commercial cab companies. The administrations of both communities believe that this service is essential to our citizens and handicapped residents. As the program continues to be reviewed, additional services will be considered for inclusion to the regular transportation program.

Agenda Review
Review:
David M. Murphy Pending
City Manager Pending
City Council Pending 09/08/2015 7:00 PM

EXHIBIT A

PROJECT DESCRIPTION

COMMUNITY: FARMINGTON HILLS DEPARTMENT OF SPECIAL SERVICES
SENIOR DIVISION
PROJECT: MUNICIPAL/COMMUNITY CREDIT PROGRAM
FISCAL YEAR: 2015 – JULY 1, 2015 THROUGH JUNE 30, 2016

Overall Project Description (please provide a descriptive narrative):

The City of Farmington Hills Special Services Department Senior Adult Division provides a curb-to-curb transportation service for senior residents (55 or better) and residents with a disability. The program serves the communities of Farmington and Farmington Hills.

The Dial-A-Ride subsidized taxicab supplements the service for senior and with a disability, on Saturday and Sunday from 7:00 am-7:00 pm. ABC Cab Company of Livonia, provides the cab service, administered by the City of Farmington Hills with municipal credit funds from SMART. This service is limited to the boundaries of Farmington and Farmington Hills.

Youth and Family Services Division of the City of Farmington Hill Special Services Department operate an after-school transportation shuttle to youth centers within the City. This service is funded with the City of Farmington's municipal credit funds from SMART.

Service Area (please provide geographic boundaries):

The service area includes the boundaries of Farmington and Farmington Hills. Medical appointments boundaries include Farmington, Farmington Hills, Novi, West Bloomfield, Southfield, Livonia, and Beaumont Hospital in Royal Oak.

Service Times (please provide days and hours of service):

Hours of operation are Monday-Friday, 9:00 am -4:00 pm.

Eligible User Groups (please set forth users eligible to use the service):

The transportation serves seniors citizens (55 or better) and residents with a disability from the communities of Farmington and Farmington Hills. Adult residents with a disability must provide a prescription from a physician documenting their need for transportation.

Fare Structure:

\$2.00 suggested donation each way.

Service Mode (please describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

- One full-size van with seven seats
- One full-size vans equipped with wheelchair lift, seven seats and one wheelchair
- Two full size vans equipped with wheelchair lift, five seats and one wheelchair
- Four mini buses equipped with wheelchair lift thirteen seats or ten seats with space for two wheelchairs
- Three mini busses equipped with wheelchair lifts with fourteen seats or ten seats and two wheelchairs

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2016

I, David Murphy, as the City Manager of **City of Farmington** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** (Section 1 below), and **Community Credits** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in Exhibit A, and the operating budget for that service is set forth in Exhibit B, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **10,184** in **Municipal Credit** funds as follows:

- | | |
|--|---------------------------------|
| (a) Transfer to <u>City of Farmington Hills</u>
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ <u>10,184.00</u> |
| (b) Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |

Total \$ 10,184

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All funding must be spent by September 30, 2017; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **13,136** in **Community Credit** funds available as follows:

- | | |
|--|---------------------------------|
| (a) Transfer to <u>City of Farmington Hills</u>
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ <u>13,136.00</u> |
| (b) Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) Capital Purchases | At the cost of: \$ _____ |

Total \$ 13,136

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2016

Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2016, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2018 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

City of Farmington

By: _____

Date _____

Its: City Manager _____

Suburban Mobility Authority for
Regional Transportation

Date _____

By: _____

John C. Hertel
General Manager

**Farmington City Council
Staff Report**

Council Meeting Date:
September 8, 2015

**Reference
Number
(ID # 2000)**

Submitted by: David Murphy, City Manager

Description: Consideration to Accept the Resignation of Elizabeth Turton from the Downtown Farmington Parking Advisory Committee

Requested Action:

Move at accept resignation of Elizabeth Turton from the Downtown Farmington Parking Advisory Committee

Background:

Elizabeth Turton has resigned from her position on the Downtown Farmington Parking Advisory Committee because she has moved to Farmington Hills. Elizabeth held a residents position on the committee.

Agenda Review

Review:

David M. Murphy Completed 09/03/2015 3:17 PM
City Manager Completed 09/03/2015 3:17 PM
City Council Pending 09/08/2015 7:00 PM

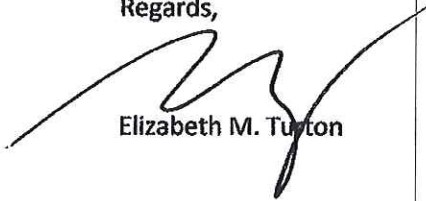
Elizabeth M. Turton
38105 Lantern Hill Court
Farmington Hills, MI
248-330-9239
elizabeth.turton@gmail.com

August 31, 2015

To Whom It May Concern:

I regret to inform you that effective on today's date I have changed my residence and now reside in Farmington Hills. Unfortunately, my position on the Parking Committee was based upon my status as a resident of the City of Farmington. Therefore, pursuant to the Committee bylaws, I submit my resignation to you.

Regards,



Elizabeth M. Turton

**Farmington City Council
Staff Report**

Council Meeting Date:
September 8, 2015

**Reference
Number
(ID # 1997)**

Submitted by: David Murphy, City Manager

Description: Consideration to Renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County

Requested Action:

Administration recommends the city council move to renew Farmington Road Maintenance Agreement with the Road Commission for Oakland County

Background:

City Administration is recommending that the City Council renew the Farmington Road Maintenance Agreement with the Road Commission for Oakland County. Under the agreement, which covers a one-year period beginning October 1, 2015, the City provides ordinary maintenance on Farmington Road between Eight Mile and Grand River. This maintenance includes patching, crack sealing, sweeping, landscape maintenance, snow and ice removal and general maintenance. This year, the County has offered to compensate the City at a rate of \$11,952.66 per mile for a total compensation of \$20,319.52. This amount has not changed for the past several years.

Agenda Review

Review:

Chuck Eudy Completed 09/03/2015 2:44 PM

This Document from RCOC is titled Winter Maintenance. This contract covers all maintenance including emergency tree removal, tree trimming and drain maintenance.

David M. Murphy Completed 09/03/2015 3:15 PM

City Manager Completed 09/03/2015 3:16 PM

City Council Pending 09/08/2015 7:00 PM

August 18, 2015

Mr. Vincent Pastue
City Manager
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

RE: 2015-2016 Winter Maintenance Agreement

Dear Mr. Pastue:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Farmington.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in anyway to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,



Darryl M. Heid, P.E.
Director of Highway Maintenance

/slp
attachment



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Gregory C. Jamian
Commissioner

Eric S. Wilson
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI
48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

CITY OF FARMINGTON

Under 1951 PA 51, As Amended

This Maintenance Agreement ("Agreement") is made this ___ day of _____, 2015, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Farmington, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Maintenance," herein required to be performed by the City, shall mean routine roadway surface operations, care and maintenance of shoulders and approaches, drainage and roadside maintenance and snow removal and ice control, which shall include the following minimum requirements:

ROUTINE ROADWAY SURFACE OPERATIONS

- Patching, including Base repairs
- Blading
- Joint and Crack Filling
- Sweeping

CARE AND MAINTENANCE OF SHOULDERS AND SIDE APPROACHES

- Patching, Blading, etc.
- Gravel
- Seeding and Sodding

DRAINAGE AND ROADSIDE MAINTENANCE

- Erosion Control and Repair
 - Repairing Drainage Ditches and Structures (includes Ditch Clean-out)
 - Grass and Weed Cutting (Twice Yearly)
- Tree Trimming and Emergency Tree Removal (Normal Tree Removal to be done by Road Commission)
- Repairing Retaining Walls, etc.
- Roadside Clean-up

SNOW REMOVAL AND ICE CONTROL

for public travel.

Ice Control by salting, sanding, scraping and other methods necessary to make the road reasonably safe for public travel.

Maintenance shall also include other methods necessary to make the roads reasonably safe for public travel in accordance with MCL 224.21; and such other work and services, such as recordkeeping and maintenance of insurance, required by this Agreement. The city shall perform Maintenance on the roads listed in Exhibit A. All Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including but not limited to, the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement. Should any dispute arise as to the character or extent of Maintenance or as to the City's performance hereunder, the controversy may be referred to an arbitration board consisting of the Road Commission for Oakland County Director of Highway Maintenance, the City of Farmington Engineer and a third person to be chosen by them for settlement thereof.

II

The City agrees to keep said road in such condition as to be reasonably safe and convenient for public travel, in accordance with MCL 224.21, and to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects are not Maintenance subject to this Agreement.

The City shall keep accurate and uniform records of all Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Maintenance of Farmington Road, between Eight Mile and Grand River by the City, the Board agrees to pay the City the sum of \$20,319.52 as set forth in Exhibit A, attached hereto and made a part hereof. Such amount is to be used by the City for Maintenance.

Payments are to be made by the Board to the City as follows:

25% in December, 2015
 25% in March, 2016
 25% in June, 2016
 25% in September, 2016

The making of said payments shall constitute Board's entire obligation in reference to said Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of

Attachment: Attachment - Winter Maintenance Agreement (1997 : Renew Farmington Road Maintenance t,
 the specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements). Further, the City must obtain DEQ permission to perform culvert replacements, when same involves a stream or lake. The City will be responsible for the proper disposal of the solid waste and other debris related to the maintenance described in Section I, and the costs associated therewith.

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2015, and shall continue in full force and effect until a subsequent Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Maintenance agreement has not been executed by the parties hereto on or before September 1, 2016, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF FARMINGTON
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

MAINTENANCE AGREEMENT
2015-2016

CITY OF FARMINGTON

EXHIBIT A

Farmington Road

Extending from Eight Mile Road to Grand River Avenue

1.70 Miles at \$11,952.66 per mile \$20,319.52

25% in December of 2015	\$ 5,079.88
25% in March of 2016	\$ 5,079.88
25% in June of 2016	\$ 5,079.88
25% in September of 2016	<u>\$ 5,079.88</u>
 TOTAL	 <u>\$20,319.52</u>

2015-2016 WINTER MAINTENANCE AGREEMENT
ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION
(CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence \$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.

CITY OF FARMINGTON

Under 1951 PA 51, As Amended

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ROUTINE ROADWAY SURFACE OPERATIONS

- Patching, including Base repairs
- Blading
- Joint and Crack Filling
- Sweeping

CARE AND MAINTENANCE OF SHOULDERS AND SIDE APPROACHES

- Patching, Blading, etc.
- Gravel
- Seeding and Sodding

DRAINAGE AND ROADSIDE MAINTENANCE

- Erosion Control and Repair
 - Repairing Drainage Ditches and Structures (includes Ditch Clean-out)
 - Grass and Weed Cutting (Twice Yearly)
- Tree Trimming and Emergency Tree Removal (Normal Tree Removal to be done by Road Commission)
- Repairing Retaining Walls, etc.
- Roadside Clean-up

SNOW REMOVAL AND ICE CONTROL

for public travel.

Ice Control by salting, sanding, scraping and other methods necessary to make the road reasonably safe for public travel.

Maintenance shall also include other methods necessary to make the roads reasonably safe for public travel in accordance with MCL 224.21; and such other work and services, such as recordkeeping and maintenance of insurance, required by this Agreement. The city shall perform Maintenance on the roads listed in Exhibit A. All Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including but not limited to, the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement. Should any dispute arise as to the character or extent of Maintenance or as to the City's performance hereunder, the controversy may be referred to an arbitration board consisting of the Road Commission for Oakland County Director of Highway Maintenance, the City of Farmington Engineer and a third person to be chosen by them for settlement thereof.

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 25% in March, 2016
 25% in June, 2016
 25% in September, 2016

The making of said payments shall constitute Board's entire obligation in reference to said Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of

Attachment: Winter Maintenance Agreement - Winter Maintenance Agreement (1997 : Renew Farmington Road Maintenance

th specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements). Further, the City must obtain DEQ permission to perform culvert replacements, when same involves a stream or lake. The City will be responsible for the proper disposal of the solid waste and other debris related to the maintenance described in Section I, and the costs associated therewith.

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2015, and shall continue in full force and effect until a subsequent Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

Attachment: Attachment - Winter Maintenance Agreement (1997 : Renew Farmington Road Maintenance

In the event that a subsequent Maintenance agreement has not been executed by the parties hereto on or before September 1, 2016, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit C).

Witnesses:

CITY OF FARMINGTON
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

2015-2016 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION
(CITY)Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person \$1,000,000 Each Occurrence \$1,000,000	or: Combined Single Limit: Each Occurrence: \$1,000,000
--	--

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City’s General Liability Insurance.
- e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.

**Farmington City Council
Staff Report**

Council Meeting Date:
September 8, 2015

**Reference
Number
(ID # 1991)**

Submitted by: Frank Demers, Director of Public Safety

Description: Consider Approving the Resolution of the Farmington City Council to Execute the Interlocal Agreement with the Oakland County Narcotics Enforcement Team

Requested Action:

Approve

Background:

The Farmington Public Safety Department is committed to apprehending and convicting those involved in the use, sale and distribution of illegal drugs and narcotics in the community. To that end, the department has partnered with the Oakland County Narcotics Team (NET) by assigning one (1) officer to the team.

NET is comprised of law enforcement officers from agencies throughout Oakland County who investigate drug trafficking throughout the county and Southeastern Michigan with the purpose of detecting and apprehending individuals who violate narcotic and drug laws.

The attached interlocal agreement is a requirement of all NET participating agencies.

Agenda Review

Review:

Frank Demers **Completed 08/31/2015 2:04 PM**
City Manager **Pending**
City Council Pending **09/08/2015 7:00 PM**

**OAKLAND COUNTY NARCOTIC ENFORCEMENT TEAM
BETWEEN
OAKLAND COUNTY
AND
CITY OF FARMINGTON**

This Interlocal Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and City of Farmington, a municipal corporation located in the County of Oakland, 23600 Liberty Street, Farmington, Michigan 48335 ("Participating Agency"). In this Agreement, the County and the Participating Agency 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 Participating Agency enter into this Agreement for the purpose of creating the Oakland County Narcotic Enforcement Team under the direction and supervision of the Oakland County Sheriff's Office ("OCSO") and creating the Oakland County Narcotic Enforcement Team Advisory Board to provide recommendations and counsel regarding the direction and operation of the Oakland County Narcotic Enforcement Team.

The mission of the Oakland County Narcotic Enforcement Team is to encourage interagency cooperation between law enforcement agencies within Oakland County and other federal agencies in an effort to apprehend and convict those involved in the use, sale, and distribution of illegal drugs and narcotics.

The goals of the Oakland County Narcotic Enforcement Team are:

1. To investigate drug trafficking within Oakland County with the purpose of detecting and apprehending persons who violate narcotic and drug laws within Oakland County.
2. To provide a means of training officers of these agencies in the techniques of narcotic and drug law enforcement.

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

1. **ENTITIES PERFORMING UNDER THIS AGREEMENT.** All County services and obligations set forth in this Agreement shall be provided through the Oakland County Sheriff's Office. All Participating Agency's services and obligations set forth in this Agreement shall be performed by the City of Farmington. The Oakland County Narcotic Enforcement Advisory Board will provide recommendations and

counsel regarding the direction and operation of the Oakland County Narcotic Enforcement Team.

2. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 2.1. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, any and all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such person's successors.
 - 2.2. **Day** means any calendar day beginning at 12:00:01 a.m. and ending at 11:59:59 p.m.
 - 2.3. **Fiscal Year** means October 1 to September 30.
 - 2.4. **Participating Agency** means City of Farmington, including, but not limited to, its Council, any and all of its departments, divisions, committees, authorities, elected and appointed officials, directors, board members, council members, commissioners, employees, agents, subcontractors, volunteers, and/or any such person's successors.
 - 2.5. **Oakland County Narcotic Enforcement Team (“NET”)** means a multi-jurisdictional task force under the direction and supervision of the Oakland County Sheriff’s Office, operating pursuant to the mission and goals set forth in the Agreement
 - 2.6. **Oakland County Narcotic Enforcement Team Advisory Board (“NET Advisory Board”)** means the body made up of the Participating Agency's Police Chief or their designee who supply personnel to NET on a full-time basis and a representative of the Oakland County Prosecutor's Office.
3. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
 - 3.1. **Exhibit A.** NET Bylaws.
 - 3.2. **Exhibit B.** Deputation Application and Affidavit.
4. **COUNTY RESPONSIBILITIES.** Subject to the terms and conditions contained in this Agreement and applicable changes in law, the County shall provide the following:
 - 4.1. A building for use by NET, including repair and maintenance of the building;
 - 4.2. Utilities for the building, including, but not limited to, electricity, heating, cooling and water;
 - 4.3. Janitorial Services;
 - 4.4. Office furniture and equipment, including, but not limited to, telephones, copier, fax, office supplies, and computer hardware and software, and repair and maintenance of such furniture and equipment;

- 4.5. Security equipment for the building;
 - 4.6. Fire alarm and detection equipment;
 - 4.7. Coordination of training of NET personnel;
 - 4.8. Except for a duty weapon, equipment related to the operation of NET, including, but not limited to, radios, cellular phones, pagers, bullet proof vests, travel related to NET operations, and investigative expenses related to NET operations;
 - 4.9. Vehicles needed for the operation of NET;
 - 4.10. Deputation of all NET personnel; and
 - 4.11. Liability Protection for the employees assigned to NET by the Participating Agency as set forth in Section 8.2.
5. **PARTICIPATING AGENCY'S RESPONSIBILITIES.** Subject to the terms and conditions contained in this Agreement and applicable changes in law, the Participating Agency shall provide the following:
- 5.1. One or more full-time employees with a duty weapon for participation in NET.
All costs associated with employment, including, but not limited to, wages, salary, overtime, benefits, local, state and federal taxes associated with employment, and worker's compensation, which costs shall be the sole responsibility of the Participating Agency.
6. **NET ADVISORY BOARD RESPONSIBILITIES.** Subject to the terms and conditions contained in the Agreement and applicable changes in law, the NET Advisory Board shall perform the following:
- 6.1. Provide recommendations and counsel regarding the direction and operation of NET; and
 - 6.2. Create and regularly review the NET Bylaws and amend them if necessary.
 - 6.3. The Advisory Board shall meet at least quarterly. Proper notice of the meetings shall be sent to all Participating Agencies at least seven (7) calendar days before the meeting is scheduled.
7. **DURATION OF INTERLOCAL AGREEMENT.**
- 7.1. 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.
 - 7.2. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 9.
8. **ASSURANCES.**
- 8.1. Except as provided in Section 8.2, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts.

- 8.2. Because the employees specifically assigned and supplied by the Participating Agency to the Task Force are under the control and supervision of the County, i.e., the Task Force Sergeant, such employees of the Participating Agency will be covered under the County Indemnification Policy (specifically, County Miscellaneous Resolutions 85339 and 86124 and any amendments thereto) for law enforcement professional liability while acting within the scope of their authority under the Task Force. Consistent with County Miscellaneous Resolutions 85339 and 86124, and as further described in such Resolutions, the County shall select the attorney to represent individuals on the Task Force and shall have control and supervision over any claims or lawsuits involving the individuals on the Task Force including, but not limited to, settlement of any claims or lawsuits. The County liability protection pursuant to this Section shall be primary and the Participating Agency's liability protection shall be excess.
9. **TERMINATION OR CANCELLATION OF AGREEMENT.**
- 9.1. Either Party may terminate or cancel this Agreement for any reason upon 30 days notice before the effective date of termination or cancellation. The effective date for termination or cancellation shall be clearly stated in the notice.
- 9.2. The Parties shall not be obligated to pay a cancellation or termination fee if this Agreement is cancelled or terminated as provided herein.
10. **SUSPENSION OF SERVICES.** Upon notice to the Participating Agency and recommendation from the NET Advisory Board, the County may immediately suspend this Agreement or the Participating Agency's participation in NET if the Participating Agency has failed to 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 contained in Section 9. The County shall incur no penalty, expense, or liability if services are suspended under this Section.
11. **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.
12. **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.
13. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
14. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform

- all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
15. **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.
 16. **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.
 17. **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.
 18. **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.
 19. **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.
 20. **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.
 21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing by first class or certified U.S. mail.

- 21.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Sheriff Office, 1200 N. Telegraph, Building 38 East, Pontiac, MI 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Building 12 East, Pontiac, Michigan 48341-0470.
- 21.2. If Notice is sent to the Participating Agency, it shall be addressed to: Chief of Police, City of Farmington, 23600 Liberty Street, Farmington, Michigan 48335.
- 21.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
22. **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.
23. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Party's governing body.
24. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties. The 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, _____,
hereby acknowledges that he has been authorized by a resolution of the City of Farmington Council, a certified copy of which is attached, to execute this Agreement on behalf of the City of Farmington.

EXECUTED: _____ DATE: _____
Name:
Title:

WITNESSED: _____ DATE: _____
Name:
Title:

IN WITNESS WHEREOF, Michael 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.

EXECUTED: _____ DATE: _____
Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Name:
Title:
County of Oakland

Attachment: Farmington.City.NET Interlocal Agreement (1991 : Interlocal Agreement with the Oakland County Narcotics Enforcement Team)

**CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN**

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL TO EXECUTE
THE INTERLOCAL AGREEMENT WITH THE OAKLAND COUNTY
NARCOTIC ENFORCEMENT TEAM**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the 8th day of September, 2015, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by _____
and seconded by _____.

WHEREAS, the City of Farmington Public Safety Department intends enter into an Interlocal Agreement as a participating agency with the Oakland County Narcotic Enforcement Team (NET).

WHEREAS, the mission of the Oakland County Narcotic Enforcement Team is to encourage interagency cooperation between law enforcement agencies within Oakland County in an effort to apprehend and convict those involved in the use, sale and distribution of illegal drugs and narcotics

WHEREAS, the Interlocal Agreement is established pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*,

WHEREAS, the City of Farmington and Oakland County enter into this Agreement for the purpose of creating the Oakland County Narcotic Enforcement Team under the direction and supervision of the Oakland County Sheriff's Office ("OCSO") and creating the Oakland County Narcotic Enforcement Team Advisory Board to provide recommendations and counsel regarding the direction and operation of the Oakland County Narcotic Enforcement Team.

NOW, THEREFORE, the Farmington City Council hereby agrees to execute to Interlocal Agreement with the Oakland County Narcotic Enforcement Team.

AYES:

NAYS:

ABSTENTIONS:

STATE OF MICHIGAN)
)ss
 OAKLAND COUNTY)

I, SUE HALBERSTADT, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on the 8th day of September, 2015, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this ____ day of _____, 2015.

Attachment: Resolution for NET (1991 : Interlocal Agreement with the Oakland County Narcotics Enforcement Team)

**Farmington City Council
Staff Report**
Council Meeting Date:
September 8, 2015

**Reference
Number**
Submitted by: Frank Demers, Director of Public Safety

Description: Consideration to Approve Traffic Control Order- Additional 15 Minute Loading Zone on Thomas Street East of Farmington Road

Requested Action:
Approve

Background:

In an effort to alleviate congestion caused by delivery vehicles on Thomas Street east of Farmington Road, the Parking Committee recommends the addition of a 15 Minute Loading Zone to be located in the area behind the businesses at 23704 Farmington Road and 33338 Grand River Avenue. City Administration recommends approval of the attached resolution formally approving the proposed traffic control order.

The order will not be enforced until the Loading Zone sign is installed

Agenda Review
Review:

Frank Demers	Completed	08/25/2015 5:04 PM
City Manager	Pending	
City Council	Pending	09/08/2015 7:00 PM

RESOLUTION NO. (ID # 1990)

See Attachment

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

RESOLUTION NO.

A RESOLUTION OF THE FARMINGTON CITY COUNCIL TO AMEND TRAFFIC CONTROL ORDERS

The Farmington City Council resolves that the Traffic Control Order issued by the Director of Public Safety of the City Of Farmington, dated February 1972, is hereby amended as follows: as provided for in Section 28-1153 of the Uniform Traffic Code, as adopted in Section 31-51 of the City Code of the City Of Farmington, and Section 31-60 of the City Code of the City of Farmington.

Chapter 4 – Parking Regulations:

ADD:

Section 4.9 - Thomas Street

- (c) South side to a point 45 feet east from the east edge of the sidewalk of Farmington Road spanning an area of 40 feet behind 23704 Farmington Road and 33338 Grand River Avenue “15 Minute Loading Zone”.

RESULT:
MOVER:
SECONDER:
AYES:

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on this _____ day of _____ 2015, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk

**Farmington City Council
Staff Report**
Council Meeting Date:
September 8, 2015

**Reference
Number**
Submitted by: Frank Demers, Director of Public Safety

Description: Consideration to Approve Traffic Control Order-Loading Zone on Thomas Street

Requested Action:
Approve

Background:

In an effort to alleviate congestion caused by delivery vehicles on Thomas Street west of Warner and to allow for more efficient use of the north municipal parking lot, the parking committee is recommending the addition of a 15 Minute Loading Zone to be located on the south side of Thomas Street along the north curb of the island located in the municipal lot behind 33316 Grand River Avenue. City Administration recommends approval of the attached resolution formally approving the proposed traffic order.

The traffic control order will not be enforced until a the Loading Zone sign is installed.

Agenda Review
Review:

Frank Demers	Pending
City Manager	Pending
City Council Pending	09/08/2015 7:00 PM

RESOLUTION NO. (ID # 1989)

See Attached

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

RESOLUTION NO.

A RESOLUTION OF THE FARMINGTON CITY COUNCIL TO AMEND TRAFFIC CONTROL ORDERS

The Farmington City Council resolves that the Traffic Control Order issued by the Director of Public Safety of the City Of Farmington, dated February 1972, is hereby amended as follows: as provided for in Section 28-1153 of the Uniform Traffic Code, as adopted in Section 31-51 of the City Code of the City Of Farmington, and Section 31-60 of the City Code of the City of Farmington.

Chapter 4 – Parking Regulations:

ADD:

Section 4.9 - Thomas Street

- (d) South side along the north curb of the island located in the municipal lot behind of 33316 Grand River Avenue “15 Minute Loading Zone”.

RESULT:
MOVER:
SECONDER:
AYES:

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on this _____ day of _____ 2015, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk

**Farmington City Council
Staff Report**
Council Meeting Date:
September 8, 2015

**Reference
Number**
Submitted by: Frank Demers, Director of Public Safety

Description: Consideration to Amend Traffic Control Order-Time Limited Parking Behind 33200 Grand River Avenue

Requested Action:
Approve

Background:

In an effort to better manage the available parking in Downtown Farmington, the parking committee is recommending the addition of three (3) hour time limited parking in the municipal lot behind 33200 Grand River Avenue. City Administration recommends approval of the attached resolution formally approving the proposed traffic control order amendment.

The traffic control order will take effect when new signs are installed.

Agenda Review
Review:
Frank Demers Completed 08/25/2015 4:13 PM
City Manager Pending
City Council Pending 09/08/2015 7:00 PM

RESOLUTION NO. (ID # 1988)

See Attachment

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

RESOLUTION NO.

A RESOLUTION OF THE FARMINGTON CITY COUNCIL TO AMEND TRAFFIC CONTROL ORDERS

The Farmington City Council resolves that the Traffic Control Order issued by the Director of Public Safety of the City Of Farmington, dated February 1972, is hereby amended as follows: as provided for in Section 28-1153 of the Uniform Traffic Code, as adopted in Section 31-51 of the City Code of the City Of Farmington, and Section 31-60 of the City Code of the City of Farmington.

Chapter 14 – Municipal Parking

AMEND:

Section 14.4 – Municipal Lots Behind (north side) **33200**, 33250, 33304, 33306, 33308, 33312, 33316, 33318 and 33332 Grand River

- (a) Parking shall be limited to a maximum of three (3) hours between 9:00 a.m. to 9:00 p.m., Monday through Saturday, in the entire municipal parking area (excluding the far north row and the eight (8) parking spaces located adjacent to the west side of 33224 Grand River), behind 33200, 33250, 33304, 33306, 33308, 33312, 33316, 33318 and 33332 Grand River

<p>RESULT: MOVER: SECONDER: AYES:</p>
--

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on this _____ day of _____ 2015, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk

Attachment: 2015 North Lot Timed Parking Amendment (1988 : Consideration to Amend Traffic Control Order-Time Limited Parking Behind

**Farmington City Council
Staff Report**
Council Meeting Date:
September 8, 2015

**Reference
Number**
Submitted by: Frank Demers, Director of Public Safety

Description: Consideration to Amend Traffic Control Order-Time Limited Parking on Grand River Avenue

Requested Action:
Approve

Background:

In an effort to better manage the available parking in Downtown Farmington, the parking committee is recommending that the two (2) hour time limited parking on the north and south sides of Grand River Avenue be amended to one (1) hour time limited parking. City Administration recommends approval of the attached resolution formally approving the proposed traffic control order amendment.

The traffic control order will take effect when new signs are installed.

Agenda Review
Review:

Frank Demers	Completed	08/25/2015 3:14 PM
City Manager	Pending	
City Council	Pending	09/08/2015 7:00 PM

RESOLUTION NO. (ID # 1986)

See attachment

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

RESOLUTION NO.

A RESOLUTION OF THE FARMINGTON CITY COUNCIL TO AMEND TRAFFIC CONTROL ORDERS

The Farmington City Council resolves that the Traffic Control Order issued by the Director of Public Safety of the City Of Farmington, dated February 1972, is hereby amended as follows: as provided for in Section 28-1153 of the Uniform Traffic Code, as adopted in Section 31-51 of the City Code of the City Of Farmington, and Section 31-60 of the City Code of the City of Farmington.

Chapter 4 – Parking Regulations:

AMEND:

Section 4.4 - Grand River

- (a) North side and south side from Farmington Road to Warner Street, “**One** Hour Parking, 7:00 a.m. to 6:00 p.m., Monday through Saturday”

RESULT:
MOVER:
SECONDER:
AYES:

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on this _____ day of _____ 2015, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk

**Farmington City Council
Staff Report**

Council Meeting Date:
September 8, 2015

**Reference
Number
(ID # 2002)**

Submitted by: Chris Weber,

Description: Consideration to Authorize the Lease of 4 Multipurpose Printer/Copier/Scanner/Fax Machines and 1 Color Printer

Requested Action:

Move to approve the lease of 4 Multipurpose Printer/Copier/Scanner/Fax Machines and 1 Color Printer for a 5 year period in the amount of \$460.69 per month (total \$27,641.40).

Background:

City Administration is recommending the lease of 4 multipurpose printer/copier/scanner/fax machines and 1 color printer. The equipment will be leased for a 5 year period. At the end of the lease, the City will have the opportunity to continue leasing the equipment on a month to month basis, purchase the equipment at fair market value, or return the equipment. This equipment will replace substantially all of the devices in City Hall and the DPW Building on 9 Mile.

The decision to lease this equipment was arrived through collaboration with the Farmington Hills Purchasing Department, Farmington Hills IT, and Applied Imaging. These groups studied the City's usage of its equipment over a 2 year period and determined that the leasing of this equipment, along with a supply and maintenance agreement with Applied Imaging, would be the most cost effective method of providing printer/copier/scanner/fax services. The cost of the equipment lease and service contract is anticipated to be less than what the City is currently spending on these services.

Agenda Review

Review:

Chris Weber Pending

City Manager Pending

City Council Pending 09/08/2015 7:00 PM