

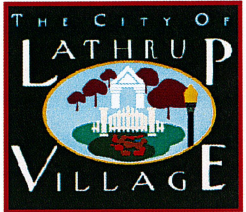


City Council Study Session

Monday, September 25, 2023 6:00 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett
2. **Discussion Items**
 - A. MML Liability & Property Pool Renewal Proposal
 - B. Agreement for Election Services
 - C. Leaf Storage Agreement with the City of Ferndale
 - D. Local Road Improvement Cost Participation Agreement
3. **Mayor and Council Comments**
4. **Public Comments**
5. **Adjourn**



Pamela Bratschi
Interim City Administrator/Treasurer
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
treasurer@lathrupvillage.org
Office: 248.557.2600 x 227

Date: August 13, 2023

To: Mayor Garrett and City Council Members

From: Pamela Bratschi, Interim City Administrator/Treasurer

Re: MML – Meadowbrook Liability & Property Pool Renewal Proposal

The renewal premium for the Property and Liability insurance policy for the City of Lathrup Village effective September 1, 2023 with the MML Liability & Property Pool is 92,998 compared to the expired premium of \$91,110. This is a premium increase of \$1,888 or 2%

The Board of Directors of the MML Liability & Property Pool voted to return another dividend in 2023 to renewing Members. The City’s Dividend return is \$7,920 and will received after payment of the renewal premium.

Suggested Motion:

To approve the renewal of the MML Liability & Property Pool Renewal Proposal at the annual rate of \$92,998 effective September 1, 2023, and authorize the Mayor and/or Interim City Administrator to sign the related documents.



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Lathrup Village

Presented By:

Brian Steckroth
MML Liability & Property Pool
(248) 204-8283

September 15, 2023

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The **City of Lathrup Village** has been a Pool member since **1982**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Lathrup Village**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Lathrup Village** for an annual premium of **\$92,998**. When compared to last year's cost of \$91,110, it represents a premium increase of \$1,888, or 2.07%. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2023. The City of Lathrup Village's portion of the dividend return is \$7,920. The City of Lathrup Village will receive this dividend in the month following payment of your 2023 renewal premium.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

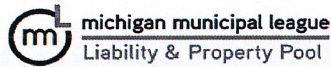
Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 437 Public Entity Members | ✓ 182 Water Utilities |
| ✓ 136 Fire Departments | ✓ 214 Sewer Utilities |
| ✓ 147 Law Enforcement Agencies | ✓ 17 Municipal Marinas |
| ✓ 2,111 Police Officers | ✓ \$6 Billion of Property Values |
| ✓ 6,730 Miles of Streets/Roads | ✓ 182 Water Service Operations |
| ✓ 7,258 Vehicles | ✓ 6 Dams |
| ✓ 18 Electric Utilities | |



Coverage and Cost Summary City Of Lathrup Village

Effective 09-01-2023 to 09-01-2024

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$5,000,000	N/A	\$0
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$5,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$5,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	\$5,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$5,000,000	N/A	\$0

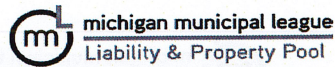
<u># Vehicles</u>	<u>Comp</u>	<u>Coll</u>
11	\$250	\$250

Agreed Amount, if applicable 6 Vehicles for a total of \$330,000

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$5,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$6,696,447	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
2 Auxiliary Pumps	\$30,000	N/A	\$250
Accounts Receivable	\$100,000	N/A	\$250
Cable TV Department Equipment	\$146,489	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A

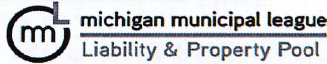


Coverage and Cost Summary City Of Lathrup Village

Effective 09-01-2023 to 09-01-2024

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Contractors Equipment	\$8,000	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$125,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Radio Equipment	\$16,077	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
Voting Machines	\$19,145	N/A	\$250
Comprehensive Crime Coverage			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
Bonds			
Bond #: A Interim City Administrator / Treasurer	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.



Coverage and Cost Summary City Of Lathrup Village

Effective 09-01-2023 to 09-01-2024

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
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The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$92,998.

Cyber Coverage

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit:	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate

Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability

Liability Retention Per Claim:

TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss Waiting Period: 12 hours

Limits of Coverage - Privacy Breach Response Services

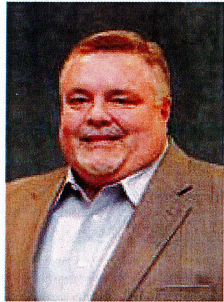
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate
TOWER 3 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		

Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addition to the overall Policy Aggregate Limit of Liability

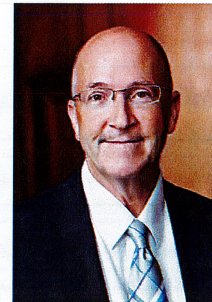
Privacy Breach Response Services Threshold/Retention (Each Incident):

TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
TOWER 3 Retention	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

Your Team of Experts



Brian Steckroth
Service & Sales Manager
(248) 204-8283



Michael J. Forster
Pool Administrator
(734) 669-6340



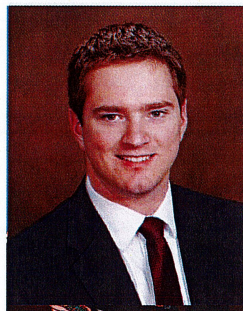
Katelyn Petracca
248-204-6160
(Le – Z)

Alpha Split:

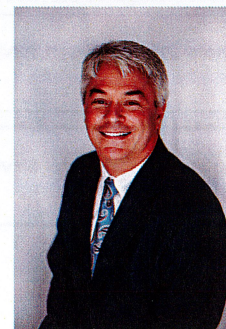


Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Christopher Flechsig
Liability Claims Supervisor
(810) 844-8146



Matt Heins
Loss Control Supervisor
Law Enforcement Action Forum Coordinator
(248) 791-4371

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Lathrup Village Has . . .

- ✓ \$1,611,205 Annual Payroll
- ✓ \$6,696,447 of total values for real and personal property
- ✓ 12 Law enforcement officers
- ✓ 11 Vehicles
- ✓ 6 Vehicles with agreed values totaling \$330,000
- ✓ \$122 Michigan Catastrophic Claims Assessment (MCCA) per vehicle (was \$86/vehicle for 2022) ↓

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Fire legal liability for real property
- ✓ Host liquor liability
- ✓ Ambulance and EMT malpractice
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding -**
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Employee benefit liability
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Contractual Liability
- ✓ Nuclear energy / nuclear material hazards
- ✓ Failure to supply utilities
- ✓ Expected or intended injury
- ✓ Electromagnetic radiation
- ✓ Breach of contract
- ✓ Medical malpractice for doctors and physicians
- ✓ Failure of dams (unless endorsed)
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

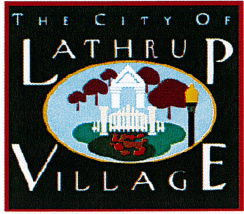
www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.



A HERITAGE OF GOOD LIVING

City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
treasurer@lathrupvillage.org
Office: 248.557.2600 x 226

Date: August 15, 2023

To: Mayor Garrett and City Council Members

From: Kelda London, City Clerk

Re: Agreement for Election Services

Oakland County, The City of Southfield, and The City of Lathrup Village will enter into agreement to facilitate, staff, and execute nine days of early voting according to the Michigan Constitution and Michigan Election Law.

Suggested Motion:

To approve the Agreement for Election Services between Oakland County, The City of Southfield, and the City of Lathrup Village and authorize the Clerk to sign all related documents.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND CITY OF LATHRUP VILLAGE And CITY OF SOUTHFIELD

This County Early Voting Site Agreement (the “Agreement”) is made between Oakland County, 1200 N. Telegraph Road, Pontiac, Michigan 48341 (the “County”) and City of Lathrup Village, 27400 Southfield Road, Lathrup Village, Michigan 48076, and the City of Southfield, 26000 Evergreen Road, P. O. Box 2055, Southfield, Michigan 48037 (“Municipality”) (the County and each municipality are sometimes referred to as the “Parties”). In this Agreement, the County and each municipality are represented by their respective clerks in their official capacities.

PURPOSE OF THE AGREEMENT. The County and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating an early voting site.

Name of county
Oakland County

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Lathrup Village	2	3,976
City of Southfield	36	63,354

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
 - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an Early Voting Plan are described in MCL 168.720h(3).
 - 1.4 **Election Services** encompasses the following individual Election Services provided by the County Clerk’s Elections Division: Conduct and Administration of Early Voting.
 - 1.5 **Legislative Body of the Municipality** means the city or township governing board elected or appointed and serving in the municipality.
 - 1.6 **Municipality** means any participating municipality, which are entities created by the State or local authority or which are primarily funded by or through State or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members,

commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.

- 1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.
- 1.8 **QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.
- 1.9 **Site Supervisor** means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting. A site supervisor may delegate the supervisor's duties to a member of the supervisor's staff.

2. SCOPE OF THE AGREEMENT.

- 2.1 The Parties agree that early voting will be provided for all statewide and federal elections, and all other non-statewide elections conducted in the county.

3. COORDINATOR.

- 3.1 The Oakland County Director of Elections will serve as the Coordinator of each early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.
 - 3.1.1 In the event that the Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.
- 3.2 If the Coordinator becomes unavailable for any reason, the Coordinator role will be filled as follows:
 - 3.2.1 The County Clerk will appoint a new Coordinator.
 - 3.2.2 The new Coordinator will assume the responsibilities of the Coordinator on either a temporary or permanent basis.

4. QVF CONTROLLER.

- 4.1 The Oakland County Director of Elections will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The QVF Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the site(s) designated in the Agreement. The QVF Controller may designate these duties to a member of his/her staff.

5. APPROVAL OF EARLY VOTING SITES.

- 5.1 Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, will submit each early voting site location to the Board of County Election Commissioners for approval.
- 5.2 A regional early voting site will serve all electors covered by this Agreement. The electors covered by this Agreement will also be served by the County's central early voting site.

6. APPOINTMENT OF ELECTION INSPECTORS.

- 6.1 The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- 6.2 At least 21 days before each election, the Board of County Election Commissioners will appoint for each early voting site at least 3 Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 6.3 The Board of County Election Commissioners will further designate one appointed Election Inspector from each early voting site as chairperson.
- 6.4 The selection of Election Inspectors will be governed by MCL 168.674.

7. APPROVAL OF EARLY VOTING HOURS.

- 7.1 The Parties agree to all of the following:
 - 7.1.1 Early voting will be conducted for the nine days guaranteed by the Constitution. The hours will be from 8:30am-4:30pm each day, except that Thursday the hours will be from 12pm-8pm.
 - 7.1.2 The days and hours specified in this Agreement apply to early voting at all elections conducted in the County.

8. NOTICE OF EARLY VOTING HOURS.

- 8.1 Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality agree to give public notice of the dates and hours for early voting at the regional early voting site and central early voting site by posting information on the County’s and each municipality’s website. If the municipality does not maintain a website, it shall post the notice in the same manner as it posts other notices.
- 8.2 After an Early Voting Site is approved by the Board of County Election Commissioners, the County Clerk will send a notice to each registered elector entitled to vote at that Early Voting Site with the information required under Michigan Election Law. The notice will be subject to review and approval by the parties. After that initial notice by the County Clerk, the Municipal Clerk will be responsible for sending the appropriate notice to each new registrant. The cost of printing and mailing the required notices will be the responsibility of each municipality.

9. BUDGET AND COST SHARING.

- 9.1 The Parties agree to the following cost sharing and chargeback procedures as follows:
 - 9.1.1 The County agrees to request funding and/or reimbursement from the State, local school district or other entity responsible for costs related to early voting.
 - 9.1.2 The County agrees to assume all costs related to the acquisition of equipment, software and supplies.
 - 9.1.3 The costs related to staffing the regional early voting site with Election Inspectors, publications and facility rental/cleaning charges that are not reimbursed by the State or other entity shall be equally divided amongst the participating municipalities. Payment will be remitted to the County within 30 days of receipt of the invoice.

10. STAFFING, SUPERVISION AND TRAINING.

- 10.1 The Coordinator is responsible for ensuring adequate staffing and supervision at the regional early voting site, and central early voting site, including selection of the site supervisor who oversees the site(s).
- 10.2 The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 10.3 The site supervisors for early voting sites shall be designated for each election on the attached Exhibit B.
- 10.4 The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors appointed to serve at the Early Voting Site for each election.

11. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- 11.1 The Parties agree to all of the following:
 - 11.1.1 The Coordinator, in consultation with the participating municipal clerks, will determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at the regional early voting site.
 - 11.1.2 The County will provide the tabulators, early voting poll book laptops, other necessary voting equipment and supplies.
- 11.2 The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment.
- 11.3 The Coordinator, or designated site supervisor, will be responsible for taking necessary steps to set up the early voting poll book laptops.

12. CANVASS OF EARLY VOTING RETURNS AND REPORTING OF EARLY VOTING RESULTS.

- 12.1 The Board of County Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.

13. EARLY VOTING PLAN.

- 13.1 No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an Early Voting Plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.

14. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

- 14.1 Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, days, and hours of operation for each early voting site operated by the County.

15. DURATION OF AGREEMENT.

- 15.1** This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk, unless the Agreement has an effective date specifically entered on the signature page.
- 15.2** This Agreement has no fixed termination date and may be terminated pursuant to its terms.

16. CANCELLATION, MODIFICATION, AND TERMINATION OF AGREEMENT.

- 16.1** The County Clerk may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the municipalities at the address provided in this Agreement to the attention of the Municipal Clerk. If the County Clerk withdraws during the statutory timeframe from the Agreement for any reason, the Agreement will cease to exist, and the clerk of each participating municipality must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.
- 16.2** The municipality may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the county at the address provided in this Agreement to the attention of the County Clerk. If a municipality withdraws from the Agreement for any reason during the statutory timeframe, the clerk of the municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.

17. GENERAL PROVISIONS.

- 17.1** County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if County was advised or aware of the possibility of such damages.
- 17.2** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan’s conflict of law principles. 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 Sixth 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. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 17.3** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties, except the

accompanying license agreement which is incorporated by reference. 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.

17.4 “Confidential Information” means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s copyrighted training materials.

17.5 Municipality shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipality shall not reproduce, provide, disclose, or give access of Confidential Information to any Municipality Employee or third-party not having a legitimate need to know. Municipality and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipality may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipality: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipality with respect to any Confidential Information which Municipality can establish by legally sufficient evidence: (a) was in possession of or was known by Municipality, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Municipality from a third-party having the right to disclose it, without an obligation to keep such information confidential.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND CITY OF LATHRUP VILLAGE And CITY OF SOUTHFIELD

_____ Lisa Brown Oakland County Clerk	_____ Signature of County Clerk	_____ Date
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_____ Kelda London City of Lathrup Village Clerk	_____ Signature of Clerk	_____ Date
--	-----------------------------	---------------

_____ Allyson Bettis City of Southfield Clerk	_____ Signature of Clerk	_____ Date
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EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will file an Early Voting Plan, covering the Parties to the County Agreement, with the County Clerk of the County.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will provide the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and municipalities to ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State’s website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Joseph J. Rozell	Director of Elections	rozellj@oakgov.com	(248) 858-0564

County:

Name of county	Clerk of County
Oakland County	Lisa Brown

Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Lathrup Village	Kelda London	2	3,976

Municipality 2:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Southfield	Allyson Bettis	36	63,354

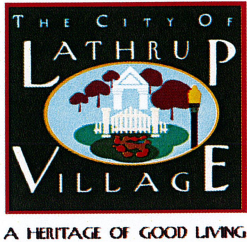
Early Voting Location Information:

	Early voting site #1	Early voting site #2
Location of site	Southfield Pavilion, 26000 Evergreen Rd., Southfield, Michigan 48076	Waterford Oaks Activity Center, 2800 Watkins Lake Road, Waterford, Michigan 48328
Municipalities served at site	2	45
Number of Election Workers at site	7	7
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Yes	Yes
Hours for 9 days of Constitutionally-required early voting	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.
How many (if any) additional days of early voting will be provided at this site?	None	None
Hours for any additional days of early voting	N/A	N/A
Is this site ADA compliant?	Yes	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes	Yes

Communication Strategy:

The parties will use the following communication strategy for informing electors of their opportunity for early voting:

Social media, websites, community newsletters, and other mediums deemed appropriate by clerks.



Pamela Bratschi
Interim City Administrator/Treasurer
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
treasurer@lathrupvillage.org
Office: 248.557.2600 x 227

Date: September 13, 2023

To: Mayor Garrett and City Council Members

From: Pamela Bratschi, Interim City Administrator/Treasurer

Re: Agreement between City of Lathrup Village and City of Ferndale for Leaf storage area.

This is the annual agreement with the City of Ferndale for the use of their Southwest Storage Year as a transfer site for leaves.

The period of time is from October 9, 2023 through December 31, 2023.

The cost is unchanged at \$1,545 plus the amount that represents the proportionate tonnage between the two communities for labor and equipment costs associated with loading the leaves into the transfer trucks.

Suggested Motion:

To approve the agreement between the City of Lathrup Village and the City of Ferndale regarding the use of the Southwest Storage Area as a transfer site for leaves.

**AGREEMENT BETWEEN THE CITY OF LATHRUP VILLAGE AND THE CITY OF
FERNDALE REGARDING USE OF SOUTHWEST STORAGE AREA**

This Agreement (the "Agreement") is made between the City of Lathrup Village ("Lathrup Village"), a Michigan Municipal Corporation with an address at 27400 Southfield Road, Lathrup Village, Michigan 48076 and the City of Ferndale ("Ferndale"), a Michigan Municipal Corporation with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220.

Pursuant to Article VII, § 28 of the Michigan Constitution of 1963, Ferndale and Lathrup Village enter into this Agreement for the purpose of delineating the obligations and responsibilities regarding the use by Lathrup Village of Ferndale's Southwest Storage Yard as a transfer site for leaves.

This Agreement, which will provide for efficient and coordinated collection of leaves, is determined to be in the best interests of both Lathrup Village and Ferndale.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations and assurances set forth in this Agreement, the parties agree to the following:

1. Ferndale shall allow Lathrup Village to utilize its Southwest Storage Yard as a transfer site for leaves from October 9, 2023 through December 31, 2023. This Agreement may be extended for additional years upon terms and conditions agreed to by the parties. Any such delivery of leaves by Lathrup Village to the Southwest Storage Yard shall be through the west gate entrance of the storage yard, with any such trucks using Republic Street in Oak Park.
2. Lathrup Village shall pay Ferndale for using the Southwest Storage Yard as a transfer site for leaves the amount of \$1,545 within fourteen (14) days from the execution of this Agreement. Additionally, Lathrup Village shall pay Ferndale the amount that represents the proportionate tonnage between the two communities for labor and equipment costs associated with loading the leaves into the transfer trucks at the Southwest Storage Yard as described in the attached 2017 leaf disposal schedule, which is attached as Exhibit 1 and incorporated by reference into this Agreement. The labor and equipment costs shall be paid by Lathrup Village to Ferndale within thirty (30) days from the end of this Agreement. In the event that Lathrup Village employees work at the Southwest Storage Yard for the loading of leaves to be transferred from the Southwest Storage Yard the payment to Ferndale shall be adjusted on a proportionate basis based on Exhibit 1. In the event that Lathrup Village employees work at the Southwest Storage Yard as discussed above, they shall utilize Lathrup Village equipment only.
3. In order to update the figures in Exhibit 1, Lathrup Village shall be required to report the daily amount of leaves dropped at the Southwest Storage Yard. The estimated yardage of each drop shall be recorded, attached as Exhibit 2 is the log that should be used to keep track of each drop. Failure to submit daily log will result in a penalty of \$100.00 per instance. The total penalty amount will be collected and shall be paid

with the labor and equipment costs within thirty (30) days from the end of this Agreement.

4. 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 Lathrup Village or Ferndale.
5. Absent a written waiver, no act, failure or delay by either Lathrup Village or Ferndale 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 Lathrup Village or Ferndale shall subsequently affect its right to require strict performance of this Agreement.
6. Nothing contained herein shall be construed to make the employees of either party the employees of the other or to render either party liable for such other party's debts or obligations.
7. 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.
8. 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.
9. 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 clerk of the respective party. 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 services or personal delivery; or (3) three days after mailing first class or certified mail.
10. 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 and venue is acknowledged as proper in the court set forth above.

- 11. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Lathrup Village and Ferndale. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed this Agreement or other persons as authorized by the Lathrup Village and Ferndale governing bodies.
- 12. This Agreement represents the entire Agreement and understanding between Lathrup Village and Ferndale. This Agreement shall supersede all other oral or written Agreements between Lathrup Village and Ferndale respecting this matter. The language of this Agreement shall be construed as a whole according to its fair meaning and shall not be construed strictly for or against any party.
- 13. This Agreement may be executed in two or more counter parts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. The effective date shall be the date the last party has executed the Agreement.

IN WITNESS WHEREOF, the City of Lathrup Village and the City of Ferndale have caused this Agreement to be signed and executed on its behalf by its respective Mayor and City Clerk on the day and year noted below:

City of Lathrup Village,
a Michigan Municipal Corporation

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

City of Ferndale,
a Michigan Municipal Corporation

By: *Kat Bruner James*
Kat Bruner James, Mayor Pro Tem

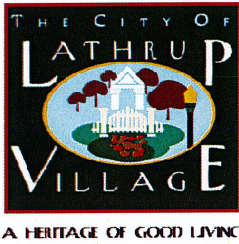
Dated: 9-11-23

By: *Dean Lent*
Dean Lent, City Clerk

Dated: 9/11/2023

Exhibit 1

2017	CITY	PERCENTAGE	TONNAGE
	Ferndale	24%	1,235.58
	Oak Park	31%	1,595.95
	Pleasant Ridge	12%	617.49
	Huntington Woods	20%	1,029.65
	Lathrup Village	13%	669.27
	TOTAL	100%	5,147.94



Pamela Bratschi
Interim City Administrator/Treasurer
 City of Lathrup Village
 27400 Southfield Road | Lathrup Village, MI 48076
 treasurer@lathrupvillage.org
 Office: 248.557.2600 x 227

Date: September 20, 2023

To: Mayor Garrett and City Council Members

From: Pamela Bratschi, Interim City Administrator/Treasurer

Re: Lathrup Village Cost Participation Agreement

The Oakland County Board of Commissioners established a Local Road Improvement Matching Fund Program for the purpose of improving economic development in the cities and villages of Oakland County. The program offers limited funds for specific, targeted road maintenance and/or improvement projects within Oakland County. The Oakland County Board of Commissioners put together a cost participation agreement to provide funding of \$24,614 toward resurfacing Sunset Drive under the Local Road Improvement Matching Fund Program.

The city or village participating in the Local Road Improvement Fund Program shall match any fund authorized by the Oakland County Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. Therefore, Lathrup Village has designated \$24,614 from the local road fund as its match.

Since we are done with all road projects for 22-23, we need to get this approved and sent to Oakland County for reimbursement so we do not leave money on the table.

Suggested Motion

To approved \$24,614 be taken from the local road fund to provide the required 50% match and designate the Interim City Administrator to sign the necessary forms.

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM**COST PARTICIPATION AGREEMENT**

Resurfacing of Sunset Drive

City of Lathrup Village

Board Project No. 2023-16

This Agreement, made and entered into this _____ day of _____, 2023, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Lathrup Village, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Resurfacing of Sunset Drive, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as an annual program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2023. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$177,781; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in an amount not to exceed \$24,614, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$24,614. The COMMUNITY shall submit an invoice to the COUNTY in an amount not to exceed \$24,614.

a. The Invoice shall be sent to:

Amy Aubry, Analyst
Board of Commissioners
aubrya@oakgov.com

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY in an amount not to exceed \$24,614 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____
David T. Woodward

Its: Chair

COMMUNITY

By: _____

Its: _____

Attachment "A"

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM**STATEMENT OF PURPOSE**

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government is continuing the success of the pilot program launched in 2016 that was more flexible than the current Tri-Party Road Program; one that allowed Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1) ...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include

both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to help its cities and villages accomplish this through its Local Road Improvement Matching Fund Program, commonly known as the Local Road Improvement Program (LRIP).

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Local Road Improvement Matching Fund Program:

PROGRAM SUMMARY

The Board of Commissioners established a Pilot Local Road Improvement Matching Fund Program through Miscellaneous Resolution #16103 for the purposes of improving economic development in Oakland County cities and villages. The County intends to continue this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

PROJECT GUIDELINES

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

- **May** be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;
- **May not** be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;
- **Shall be limited to** real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;
- **Shall not be** utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;
- **Shall be** utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

ADMINISTRATION

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.
2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.

3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the South East Michigan Council of Governments (SEMCOG).

Each city and village's percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chairman of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding, and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff, the South East Michigan Council of Governments (SEMCOG), and the Road Commission for Oakland County in the conduct of its business.

DISBURSEMENT

The Special Committee shall forward recommendations for approval of Local Road Improvement Matching Fund Program projects to the Chairman of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit any and all project expenditures reimbursed through the program.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners representing the area included in the proposed project may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Development and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. A public hearing shall be scheduled before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan for projects that exceed that municipality's annual allocation amount. This may include a limited

plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the cost participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, or an approved project is cancelled, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

LIRIP DISTRIBUTION FORMULA
2023

Attachment "B"

City/Village	2019-2022 Assessed Value	2019-2022 Population	2019-2022 Total Value	2019-2022 Total Population	2019-2022 Total Value	2019-2022 Total Population	2019-2022 Total Value	2019-2022 Total Population
Auburn Hills	27.33	4.82%	24,820	3,17%	853	4.14%	4.40%	\$ 86,352 \$ 176,704
Berkley	19.63	2.93%	15,277	1.94%	246	1.12%	1.83%	\$ 39,527 \$ 79,033
Beverly Hills	10.99	1.64%	10,276	1.31%	101	0.10%	1.15%	\$ 24,793 \$ 49,183
Birmingham	1.02	0.15%	1,138	0.14%	0	0.00%	0.40%	\$ 1,134 \$ 4,269
Bloomfield Hills	21.57	3.26%	21,312	2.71%	908	4.12%	1.50%	\$ 73,413 \$ 130,823
Clarkston	1.48	0.22%	914	0.12%	23	0.11%	0.19%	\$ 3,243 \$ 6,490
Clevedon	9.62	1.44%	11,731	1.49%	247	1.23%	1.36%	\$ 29,878 \$ 59,732
Farmington	7.36	1.10%	10,389	1.32%	86	0.43%	0.85%	\$ 20,478 \$ 40,946
Farmington Hills	58.96	8.71%	80,017	10.18%	1840	9.16%	9.35%	\$ 281,156 \$ 403,112
Farmdale	20.99	3.13%	10,188	2.37%	331	1.74%	1.81%	\$ 60,682 \$ 121,364
Franklin	4.34	0.65%	3,221	0.41%	14	0.07%	0.36%	\$ 8,059 \$ 16,119
Hazel Park	17.12	2.55%	15,205	2.06%	638	3.16%	1.60%	\$ 35,907 \$ 71,814
Holly	7	1.04%	6,079	0.79%	30	0.33%	0.71%	\$ 15,460 \$ 30,920
Huntington Woods	6.93	1.04%	6,203	0.79%	27	0.15%	0.67%	\$ 14,483 \$ 28,966
Keego Harbor	1.93	0.29%	3,354	0.43%	14	0.07%	0.26%	\$ 5,637 \$ 11,274
Lake Anna	0	0.00%	308	0.04%	0	0.00%	0.01%	\$ 282 \$ 563
Lake Orion	2.74	0.41%	3,191	0.41%	49	0.24%	0.35%	\$ 7,373 \$ 14,746
Laststrup Village	7.96	1.19%	4,091	0.52%	67	1.81%	1.34%	\$ 24,514 \$ 49,028
Leasard	7	0.33%	416	0.05%	7	0.03%	0.03%	\$ 3,338 \$ 6,676
Madison Heights	21.3	3.11%	29,633	3.77%	1041	3.16%	4.00%	\$ 87,383 \$ 174,766
Milford	7.3	1.09%	6,473	0.82%	169	0.84%	0.81%	\$ 19,792 \$ 39,583
Northville	8.8	0.13%	5,926	0.73%	23	0.11%	0.22%	\$ 7,100 \$ 14,200
Novi	39.52	5.92%	60,852	7.74%	813	4.10%	5.91%	\$ 127,437 \$ 254,873
Oak Park	18.93	2.74%	29,259	3.73%	737	1.77%	3.41%	\$ 79,338 \$ 158,676
Orchard Lake Village	1.8	0.27%	2,471	0.31%	9	0.14%	0.26%	\$ 3,692 \$ 7,384
Oxtonville	8.11	0.45%	1,430	0.18%	9	0.04%	0.24%	\$ 5,071 \$ 10,142
Oxford	8.01	0.90%	3,441	0.43%	73	0.36%	0.57%	\$ 11,293 \$ 22,586
Pleasant Ridge	3.39	0.54%	2,403	0.31%	89	0.44%	0.43%	\$ 9,239 \$ 18,478
Pontiac	70.21	10.47%	28,811	7.30%	2709	13.48%	10.69%	\$ 226,037 \$ 452,073
Rochester	8.59	1.28%	13,201	1.68%	219	1.25%	1.41%	\$ 30,348 \$ 60,696
Rochester Hills	38.61	5.76%	74,111	9.43%	601	2.92%	6.06%	\$ 130,667 \$ 261,333
Royal Oak	63.96	9.54%	28,963	7.50%	2883	14.35%	10.47%	\$ 223,608 \$ 447,216
South Lyon	4.43	0.66%	11,846	1.51%	48	0.24%	0.80%	\$ 17,308 \$ 34,616
Southfield	64.71	9.63%	72,174	9.19%	1830	9.11%	9.32%	\$ 200,833 \$ 401,666
Sylvan Lake	2.58	0.38%	1,840	0.23%	9	0.04%	0.22%	\$ 4,771 \$ 9,541
Troy	57.34	8.37%	83,583	10.84%	2086	10.13%	9.76%	\$ 210,739 \$ 421,478
Warred Lake	3.14	0.46%	7,080	0.90%	122	1.61%	0.77%	\$ 16,563 \$ 33,127
Warren	10.49	1.56%	14,096	1.79%	404	1.00%	1.78%	\$ 35,471 \$ 70,941
Waterline Lake	3.69	0.55%	4,743	0.60%	15	0.07%	0.41%	\$ 8,832 \$ 17,664
TOTAL	471.92	7.07%	653,721	10.10%	20,092	6.00%	10.01%	\$ 453,000 \$ 906,000