

PONTIAC CITY COUNCIL

Kermit Williams, District 7
President
Randy Carter, District 4
President Pro Tem



Patrice Waterman, District 1
Don Woodward, District 2
Mary Pietila, District 3
Gloria Miller, District 5
Dr. Doris Taylor Burks, District 6

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

FORMAL MEETING

December 11, 2018

6:00 P.M.

61st Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. Meeting of December 4, 2018

Subcommittee Report

2. Law/50th District Sub-Committee

Special Presentation

3. Resolution for Mickie Marie Howard

Recognition of Elected Officials

Agenda Address

Agenda Items

Resolutions from City Council

4. Resolution for compensation for the Pontiac City Council's Professional Parliamentarian Eleanor A. Siewert.
5. Resolution to Request the City Attorney draft an Ordinance that reinstates the position of Legislative Auditor.
6. Resolution for Mickie Marie Howard.

Resolution from Mayor's Office

7. Resolution to authorize Mayor to sign Oakland County Sherriff's Office 2019-2021 Law Enforcement Agreement with the City of Pontiac.

Resolutions from Department of Public Works

8. Resolution to authorize Mayor to sign 2017 Local Road Improvement Match Fund Cost Participation Agreement for the Resurfacing of University Drive and Mill Street.
9. Resolution to authorize Mayor to sign 2018 Local Road Improvement Match Fund Cost Participation Agreement for the Resurfacing of Mill Street from Huron (M59) to Water Street.

Resolution from Community Development

10. Resolution to approve the Community Development Block Grant Fund Allocation for Program Year 2019.

Ordinance

11. Ordinance to Decriminalize Certain Forms of Possession of Marihuana and Prohibit All Forms of Recreational Marihuana Establishments within in the City Of Pontiac and Add Sections to Chapter 86 of the City Of Pontiac Code of Ordinances.

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

MINUTES

December 4, 2018

**Official Proceedings
Pontiac City Council
60th Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday December 4, 2018 at 6:00 p.m. by Council President Kermit Williams.

Call to Order at 6:00 p.m.

Roll Call

Members Present: Pietila, Taylor-Burks, Waterman, Williams and Woodward.
Members Absent: Carter and Miller.
Mayor Waterman was present.
Clerk announced a quorum.

18-461 **Excuse Councilperson Randy Carter and Gloria Miller for personal reasons. Moved by Councilperson Waterman and second by Councilperson Woodward.**

Ayes: Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: None
Motion Carried.

Councilwoman Gloria Miller arrived at 6:02 p.m.

Motion from Councilwoman Mary Pietila to add Mayor/Deputy Mayor Report to the agenda, the motion did not receive a second. Therefore, the motion fails.

Motion to approve the agenda as is. Moved by Councilperson Taylor-Burks and second by Councilperson Waterman. The Mayor requested a point of order. No action was taken.

18-462 **Amend the agenda to move item #7 (resolution to amend the 10th Council Rules and Procedures) to be the next item discussed. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.**

Ayes: Waterman, Williams, Woodward, Miller and Taylor-Burks
No: Pietila.
Motion Carried.

18-463 **Suspend the rules to vote on Item #7. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.**

December 4, 2018

Ayes: Williams, Woodward, Miller, Pietila, Taylor-Burks and Waterman
No: None
Motion Carried.

18-464 **Resolution to amend the 10th Pontiac City Council's Rules and Procedures effective January 1, 2019 removing the City Attorney as Parliamentarian and appoints Eleanor A. Siewert as the Pontiac City Council Parliamentarian.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

WHEREAS, effective April 24, 2018, the 10th Pontiac City Council Rules and Procedures were adopted; and amended on November 27, 2018,

WHEREAS, the rules and procedures as it relates to parliamentary procedure currently provides that the City Attorney shall act as the parliamentarian; and,

WHEREAS, effective January 1, 2019, the City Attorney shall no longer serves as parliamentarian; and,

WHEREAS, the Parliamentarian shall be a Professional Registered Parliamentarian with the National Association of Parliamentarians; and,

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby amends the 10th Pontiac City Council's Rules and Procedures and effective January 1, 2019 removes the City Attorney as Parliamentarian and hereby appoints Eleanor A. Siewert as the Pontiac City Council Parliamentarian.

Ayes: Woodward, Miller, Taylor-Burks, Waterman and Williams
No: None
Abstain: Pietila
Resolution Passed.

18-465 **Approval of the Agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: None
Motion Carried.

18-465 (b) **Approval of Minutes November 27, 2018 with corrections. The correction is DPW Subcommittee Report given by Councilwoman Doris Taylor-Burks and not Public Safety Subcommittee given by Mary Pietila.** Moved by Councilperson Waterman and second by Councilperson Woodward.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams, and Woodward

December 4, 2018

No: None
Motion Carried.

Jane Bais-DiSessa, Deputy Mayor made a presentation to the Council on the proposed allocations for Community Development Block Grant Program Year 2019 funding.

Council President Kermit Williams opened up the Community Development Block Grant (CDBG) Program Year Application Public Hearing at 6:25 p.m. The following individuals addressed the body during the public hearing.

1. Renee Beckley- Ms. Beckley expressed concerned about the proposed senior citizens housekeeping program. She wanted to know what are the program guidelines.
2. Beatrice Wright- Ms. Wright expressed concerns about \$727,000 of the \$802,368 allocation going to demolition. She wanted some funds designated for fixing sidewalks and cutting dead trees on the southside.
3. Melvin Lee, Pontiac Youth Assistance asked that \$13,000 in CDBG funding be allocated to the youth assistance program
4. Tom Sabota spoke in support of the Pontiac Youth Assistance Program.
5. Eisha Branner spoke in support of the Pontiac Youth Assistance Program.
6. Deneen Davis spoke in support of the Pontiac Youth Assistance Program.
7. Yvette Carson asked that CDBG funds be used to help kids with homework and recreation.
8. Bruce Turpin spoke in support of the Pontiac Youth Assistance Program.
9. Chuck Johnson asked questions about the demolition program. Mr. Johnson wanted to know who selects the properties to be demolished. Also, he wanted to know why the City does not demolish commercial properties. In addition, Mr. Johnson requested that the City spend some CDBG dollars on some other programs besides demolition.
10. Billie Swayzer agreed with Mr. Johnson. She requested that some funds be allocated to the Pontiac Youth Assistance Program. Also, she wanted to know who would monitor the senior program.
11. Darryl Fowlkes- Mr. Fowlkes discussed that Fire Insurance Withholding Act (FIWA) funds could be used to demolish properties.

Council President Kermit Williams closed the public hearing at 6:42 p.m.

Point of Privilege by President Williams to allow State Senator Elect District #12 Rosemary Bayer to introduce herself to the community.

Seventeen (17) individuals addressed the body during public comment.

18-466 **Suspend the Rules to discuss item # 10.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward and Miller

December 4, 2018

No: None

Motion Carried.

Agenda Item #10 (resolution to authorize Mayor to sign Oakland County Sheriff's Office 2019-2021 Law Enforcement Agreement with the City of Pontiac was discussed.

Councilman Don Woodward left the meeting.

18-467 **Resolution for Clerical Amendments to resolution 18-398 and 18-399 required by the State for IFT Plant Rehabilitation District for Peninsula Plastics Company, Inc.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

WHEREAS, The State of Michigan is requiring the following factual statements to be added to the Resolutions identified below.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pontiac that:

1) Resolution 18-398 Resolution to establish an Industrial Facilities Tax Exemption (IFT) Plant Rehabilitation District for Peninsula Plastics Company, Inc., at 1200 Auburn Ave., Pontiac, MI (passed on October 23, 2018) shall be amended to add the following recital

WHEREAS, that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete.

2) Resolution 18-399 Resolution to approve Industrial Facilities Tax (IFT) Application for Peninsula Plastics 1200 Auburn Pontiac, Michigan (Passed October 23, 2018) shall be amended to add the following as Item 1.5:

The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Pontiac, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

Ayes: Taylor-Burks, Waterman, Williams, and Pietila

No: Miller

Resolution Passed.

18-468 **Resolution to approve Budget Amendments to transfer amount necessary to fund already approved 5% salary increase for City Employees hired on or before May 1, 2018 excluding the City Council Department, Mayor, Deputy Mayor, Departments Heads and/or Directors and to increase those full-time employees paid less than \$15 per hour to \$15 per hour.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac timely approved the FY 2018-2019 budget on June 8, 2018; and

December 4, 2018

Whereas, the adopted FY 2018-2019 General Fund budget includes an approved general government appropriation of \$146,724 for employee wage increases; and

Whereas, the City Council resolved on 11/27/18 that all full time city employees will be paid a minimum of \$15 per hour and approved a 5% increase as of December 1, 2018 to those full time City employees hired before May 1, 2018 (excluding City Council department, Mayor, Deputy Mayor, Directors and Department Heads); and

Whereas, the budget ordinance allows the Mayor to amend appropriations within a fund, so long as total revenues and appropriations are equal as approved by the City Council; and

Whereas, the total cost this wage increase is \$125,776, which is less than the amount already included in the FY 2018-2019 budget; and

Whereas, the wages and fringes for certain full-time employees that fulfil the criteria described above are accounted for in funds other than the General Fund. As such, General Fund needs to transfer \$73,627 to the other funds to appropriately match the budgeted expenditures with the actual expenditures. General Fund transfers are approved for distribution to the funds shown below; and

- Senior Center Fund: \$28,499.00
- Major Street Fund: \$18,484.00
- Local Street Fund: \$14,125.00
- Youth Recreation Fund: \$ 6,331.00
- Cable Fund: \$ 2,840.00
- District Court Fund: \$ 1,296.00
- Insurance Fund: \$ 1,424.00
- Cemetery Fund: \$ 337.00
- Sanitation Fund: \$ 291.00

Total Fund Transfers: \$73,627.00

Whereas, the Mayor is proposing to the City Council to decrease General Fund appropriations and increase General Fund transfers out to other funds for the current fiscal year 2018-2019 in the amount of \$73,627 and increase the transfers in and appropriations for those funds in amounts described above for a total of \$73,627.

Now Therefore, Be It Resolved that the City Council of the City of Pontiac approves the budget amendment for the fiscal year 2018-2019 as requested by the Mayor.

Ayes: Waterman, Williams, Miller, Pietila and Taylor-Burks

No: None

Resolution Passed.

December 4, 2018

18-469 **Table to next week the resolution to request the City Attorney draft an Ordinance that reinstates the position of Legislative Auditor.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks, Waterman and Williams

No: None

Motion Carried.

18-470 **Suspend the rules to vote on item #9.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: Miller, Pietila, Taylor-Burks, Waterman and Williams

No: None

Motion Carried.

18-471 **Resolution for “Junior Grand Marshal” Jay’Da Geter.** Moved by Councilperson Pietila and second by Councilperson Waterman.

WHEREAS, It is the sense of this legislative body to honor an outstanding, young adult of remarkable character, who is inspirational and who serves as a role-model to others; and,

WHEREAS, Jay’Da Geter has the unique distinction and privilege of representing the City of Pontiac as the 2018 Junior Grand Marshal and is the winner of the Fran Anderson Making a Difference Scholarship; and,

WHEREAS, Jay’Da Geter is a Pontiac resident and attends Pontiac High; and,

WHEREAS, Jay’Da Geter is an exceptional student who has a passion for helping those who are unable to help themselves; and,

WHEREAS, Jay’Da Geter is an accomplished athlete and the captain of Pontiac High School’s Varsity Volleyball team; and,

WHEREAS, Jay’Da Geter graciously earned a varsity letter and certificate, has received one of the most prestigious designations, Class Valedictorian and has been presented with various awards for the honor roll, academic achievement, coaches, MVP, and Patient Care Technician; and,

WHEREAS, Jay’Da Geter is a rising star who plans to attend Oakland University next fall; and,

WHEREAS, Jay’Da Geter is an active member of Reach One Youth Mentoring Program which provides mentors to troubled youth in the community who are equipped to assist with character building and enhancing self-esteem; and,

December 4, 2018

WHEREAS, Jay'Da Geter's contributions of leadership, selflessness and commitment to our community are invaluable.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Junior Grand Marshal, Jay'Da Jeter for a job well done and for truly representing the City of Pontiac. Congratulations.

Ayes: Pietila, Tylor-Burks, Waterman, Williams and Miller

No: None

Resolution Passed.

Agenda items 10, 11 and 12 were discussed.

18-472 **Table for two weeks the resolution to approve the Planning Commission's recommendation for the Zoning Text Amendment of City of Pontiac Zoning Ordinance to include medical marihuana facilities within the City of Pontiac.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Taylor-Burks, Waterman, Williams, Miller and Pietila

No: None

Motion Carried.

The first reading of an Ordinance to Decriminalize Certain Forms of Possession of Marihuana and Prohibit All Forms of Recreational Marihuana Establishments within in the City Of Pontiac and Add Sections to Chapter 86 of the City of Pontiac Code of Ordinances occurred.

Agenda item 15- Council proposed that the administration revised their proposed CDBG allocations.

Council President Kermit Williams adjourned the meeting at 9:15p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

**SUB
COMMITTEE
REPORT**

LAW/50TH DISTRICT SUB-COMMITTEE NOTES

November 27, 2018

In attendance:

Council members: Chairman Gloria Miller, Doris Taylor-Burks and Patrice Waterman

Chief Judge: Cynthia Walker

Mayor: Deirdre Waterman

Deputy Mayor: Jane Bais-DiSessa

City Attorney: Stephen Hitchcock

Start time: 4:09 p.m.

I. Old Business

A. Oakland County Circuit Court Judge Vacancy

- The two positions were filled: Jake Cunningham and Julie Mc Donald

B. Christmas Tree Lighting

- The tree lighting will be Friday, November 30, 2018 at 6:00 pm
- The Holiday Extravaganza Parade will be Saturday, December 1, 2018 at 11:00 am

C. Michigan Indigent Defense Fund Update

- Has quite a few moving parts, the plans have been approved
- The Oakland County Bar will be doing the attorney training

* Court Room 101 is still not renovated. The Chief Judge will connect with the Director of DPW to discuss next steps.

* The December Law/50th subcommittee meeting will be cancelled as the next scheduled meeting falls on Christmas Eve.

* Mickie Howard's funeral will be Saturday, December 1, 2018 at Welcome Baptist Church and the Family Hour will be at Moon Funeral Home on Friday, November 30, 2018.

II. LOCC Payments

- Both Councilwoman Taylor-Burks and Councilwoman Gloria Miller returned payments pursuant to the resolution Council passed.
- The Executive stated the resolution was only internal among the Council.
- Both Councilwoman Taylor-Burks and Councilwoman Miller are requesting that the payments be returned as they did not donate the money and they are not willing to pay taxes for money they did not receive.

III. Recreational Marijuana

- December 6, 2018 is the effective date.
- The City ordinance has to be amended to modify the language that is inconsistent with the new law.
- Division 4. Controlled Substances, 86-116 Use and possession of marijuana prohibited will be amended.

Adjourned: 4:30 p.m.

RESOLUTION

#4

Pontiac City Council Resolution



WHEREAS, on December 4, 2018, the Pontiac City Council amended the 10th Council's Rules and Procedures that removed the City Attorney as parliamentarian and appointed a Professional Registered Parliamentarian with the National Association of Parliamentarians effective January 1, 2019; and,

WHEREAS, the Pontiac City Council appointed Eleanor A. Siewert as the Pontiac City Council's Parliamentarian; and,

WHEREAS, provision 3.115 of the Pontiac City Charter provides that the Council may, within appropriations provided in the budget, appoint staff or contract for services. Staff or persons engaged pursuant to contract serve at the pleasure of the Council; and

WHEREAS, the Pontiac City Council has money in the budget to hire additional staff or contract for services; and,

WHEREAS, Eleanor A. Siewert shall be paid on a per diem basis and compensated \$75.00/hour for attending Council meetings, \$150.00/hour for any training workshops, \$75.00/ hour for consultation regarding parliamentary procedure and preparation and \$50.00/hour for study of meeting materials; and,

WHEREAS, the Pontiac City Council will not obtain worker's compensation on behalf of the Parliamentarian, withhold FICA or make FICA payments, make state or federal unemployment compensation contributions nor is Eleanor A. Siewert eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the City of Pontiac; and,

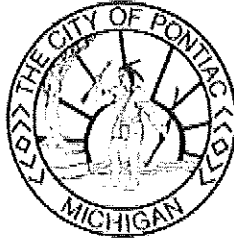
WHEREAS, Eleanor A. Siewert shall submit an invoice for services rendered on the first Monday of every month.

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council upon receipt of invoices received, hereby authorizes payments to be made to Eleanor A. Siewert for Professional Parliamentarian services rendered to the Pontiac City Council.

RESOLUTION

#5

Pontiac City Council Resolution



WHEREAS, provision 3.301 of the Pontiac City Charter provides, that the Council may, by ordinance provide for the office of Legislative Auditor and shall, by not less than five (5) affirmative votes appoint the Auditor for a term of not less than four (4) years. The Auditor may be removed by not less than five (5) Council members only for cause; and,

WHEREAS, the Emergency Manager by Executive Order removed the position of Legislative Auditor.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council hereby requests that the City Attorney draft an ordinance that reinstates the position of Legislative Auditor.

RESOLUTION

#6

City of Pontiac Resolution for Mickie Marie Howard

WHEREAS, It is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to uplifting, inspiring and empowering the community; and;

WHEREAS, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of Mickie Marie Howard, a giving and loyal member of this community; and,

WHEREAS, Mickie Marie Howard was born on August 12, 1955 in Pontiac, Michigan to the union of Bennie Jr. and Alberta H. Franklin; and,

WHEREAS, Mickie Marie Howard was a beautiful rare gem whose radiance could be seen by all and whose worth, was immeasurable; and,

WHEREAS, Mickie Marie Howard was multi-talented and graciously wore many hats; and,

WHEREAS, Mickie Marie Howard was an entrepreneur who owned and operated a tax preparation business, a salon and fashion boutique, she was a philanthropist, a community activist, a prestigious and proud member of the UAW Local 653, she served as the chairperson of the Civil Rights Committee and was a member of the Coalition of Black Trade Unions (CBTV); and,

WHEREAS, Mickie Marie Howard retired from General Motors where she was a committed and devoted employee for 33 years; and,

WHEREAS, Mickie Marie Howard embarked on yet another career with the City of Pontiac in 2015, where she served as the incredible, Senior Centers Director extrodinare; and,

WHEREAS, Mickie Marie Howard accepted Christ as her Lord and Savior at an early age and was a fourth generation, steadfast and unwavering member of Welcome Missionary Baptist Church where she served in Audio/Visual, Black History Ministry, Pastor's Care Ministry, Pastor's Outreach and the Civic Committee Ministry.

NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council and members of this great community will greatly miss Mickie Marie Howard, as her life was a portrait of service, a legacy that will long endure the passage of time and will remain as a comforting memory to all those whose lives she touched; we give our sincerest condolences to the family and friends of Mickie Marie Howard.

Kermit Williams, President

Randolph Carter, Pro-Tem

Patrice Waterman, Councilwoman

Don Woodward, Councilman

Mary Pietila, Councilwoman

Gloria Miller, Councilwoman

Doris Taylor-Burks, Councilwoman

RESOLUTION

#7



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Council President and City Council Members

FROM: Mayor Deirdre Waterman

CC: Jane Bais DiSessa, Deputy Mayor, Anthony Chubb, City Attorney

DATE: December 7, 2018

RE: **Resolution to Authorize Mayor to sign the Oakland County 2019-2021 Law Enforcement Services Agreement.**

For your consideration, as discussed at last week's City Council's meeting, attached is a copy of the amended Sheriff's contract to include the following two new positions: a new Lieutenant to further strengthen law enforcement standards and protocols, and a Deputy II for the Youth Center and other City events.

As such, the following resolution is recommended for your approval:

Whereas, the Municipality is authorized to provide Law Enforcement Services within the Municipality; and

Whereas, the O.C.S.O. is authorized to provide Law Enforcement Services within Oakland County, but absent an agreement such as this, has only a limited responsibility to provide Law Enforcement Services within the Municipality; and

Whereas, the O.C.S.O. and the Municipality may enter into an agreement where the O.C.S.O. would provide additional Law Enforcement Services within the Municipality; and

Whereas, the Municipality desires to contract with the O.C.S.O. for such additional Law Enforcement Services; and

Whereas, the O.C.S.O. is agreeable to providing additional Law Enforcement Services within the Municipality under the terms and conditions of this Agreement;

NOW, THEREFORE, it is resolved that the City Council authorize the Mayor to sign the Oakland County S2019-2021 Law Enforcement Services Agreement.

JBD

**OAKLAND COUNTY SHERIFF'S OFFICE
2019 - 2021 LAW ENFORCEMENT SERVICES AGREEMENT WITH
THE CITY OF PONTIAC**

This Agreement is made and entered into between the City of Pontiac, a constitutional and municipal corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is 47450 Woodward Avenue, Pontiac, MI 48342-2271 ("Municipality"), the COUNTY OF OAKLAND, a constitutional and municipal corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the OAKLAND COUNTY SHERIFF, a Michigan constitutional officer, whose address is 1200 N. Telegraph Road, Pontiac, Michigan 48341, Bldg. #38 East ("Sheriff").

INTRODUCTION

Whereas, the Municipality is authorized to provide Law Enforcement Services within the Municipality; and

Whereas, the O.C.S.O. is authorized to provide Law Enforcement Services within Oakland County, but absent an agreement such as this, has only a limited responsibility to provide Law Enforcement Services within the Municipality; and

Whereas, the O.C.S.O. and the Municipality may enter into an agreement where the O.C.S.O. would provide additional Law Enforcement Services within the Municipality; and

Whereas, the Municipality desires to contract with the O.C.S.O. for such additional Law Enforcement Services; and

Whereas, the O.C.S.O. is agreeable to providing additional Law Enforcement Services within the Municipality under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**. The following words, when printed with the first letter capitalized, shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:
 - 1.1 "Oakland County Sheriff's Office ('O.C.S.O.')" means the County and the Sheriff jointly.
 - 1.2 "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
 - 1.3 "County Agent" means any and all County officials elected or appointed to a County

office, and any and all County employees, managers, departments, divisions, volunteers, representatives, and agents. County Agent also includes any person who was a County Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected and in that capacity.

- 1.4 **"Municipality Agent"** means any and all Municipality officials elected or appointed to a Municipality office, and any and all Municipality employees, managers, departments, divisions, volunteers, representatives, and agents. Municipality Agent also includes any person who was a Municipality Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - 1.5 **"Municipality Liaison"** means the chief elected official of the Municipality (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the Municipality Liaison to act in this capacity for all purposes under this Agreement.
 - 1.6 **"O.C.S.O. Liaison"** means the Sheriff's Deputy who is designated by the Sheriff to maintain all lines of communication with the Municipality Liaison. The O.C.S.O. Liaison will generally be the commanding officer of the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement, if one, or a Sheriff's Deputy designated, in writing, by the Sheriff to perform this function.
 - 1.7 **"Law Enforcement Services"** means the prevention and detection of crime and the enforcement of the general criminal and traffic laws of the State of Michigan, as provided for by state statutes and Municipality ordinances, and will also include providing road patrol, criminal apprehension, the necessary supervision of Sheriff's Deputies, responding to matters concerning public safety, a breach of the peace and traffic crashes, and any and all other governmental law enforcement functions that are authorized by law, as limited by and to the extent of the numbers and ranks of Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement. Law Enforcement Services shall not include any activity not authorized by law. Law Enforcement Services also shall not include the services of any O.C.S.O. specialized unit or division such as its Marine Safety Unit and Investigative and Forensic Services Division, which the O.C.S.O. uses to provide services on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, the O.C.S.O. will continue to provide the services of its specialized units and divisions at no additional charge to the Municipality, to the same extent that the O.C.S.O. continues to provide these services at no additional charge to all other communities within Oakland County.
 - 1.8 **"Sheriff's Deputy"** means any Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Patrol Investigator, Detective, Sergeant, or any other person of any rank, classification, or title who, pursuant to state law, is a sworn deputy of the Sheriff.
2. **Law Enforcement Services in Accordance with Schedule A.** The Sheriff will assign Sheriff's Deputies in the numbers and ranks shown in Schedule A - Sheriff's Deputies Contracted for and to be Assigned to Municipality, which is attached and incorporated herein, to provide Law Enforcement Services within Municipality's corporate limits, including all private roads.
 3. **No Warranty, Promise, or Guarantee.** The Sheriff will make every reasonable effort to provide Law Enforcement Services to Municipality, following generally accepted standards for police

protection, with the levels of staff provided for in Schedule A. However, this Agreement shall not be interpreted to include any warranty, promise, or guarantee, either express or implied, direct or indirect, or of any kind whatsoever in favor of the Municipality or any other person that the O.C.S.O.'s provision of Law Enforcement Services under this Agreement will result in any specific reduction or prevention of criminal activity within the Municipality or any other performance-based outcome.

4. **Sole Purpose of Agreement**. The sole and exclusive purpose of this Agreement is for the O.C.S.O. to provide Law Enforcement Services in and for the Municipality with the levels of staff provided for in Schedule A. Except as otherwise expressly provided for in this Agreement, this Agreement does not create any specific, direct or indirect obligation, duty, promise, benefit, or special right to the O.C.S.O.'s Law Enforcement Services in favor of or to the benefit of any particular person beyond that of the O.C.S.O.'s or any Sheriff's Deputy's law enforcement duty, as established under existing law, to the general public.
5. **Mutual Aid**. Except as otherwise expressly provided for in this Agreement, the Sheriff's Deputies contracted for and assigned to provide Law Enforcement Services under this Agreement will work, during those hours that the Municipality is being charged, only on Municipality-related Law Enforcement Services. However, any of these Sheriff's Deputies may be absent from the Municipality, at the Municipality's expense, to provide Mutual Aid. "Mutual Aid" means when a Sheriff's Deputy is temporarily called to the aid of another community due to an emergency or other exceptional circumstance, or because a Sheriff's Deputy possesses a special skill or qualification temporarily needed in another community.
6. **Sheriff's Deputy's Hours**. Each Sheriff's Deputy assigned to provide Law Enforcement Services under this Agreement will provide eighty (80) hours of Law Enforcement Services for the Municipality during a biweekly period.
 - 6.1 **Times Spent Outside Municipality Included in Hours Charged**. Except as may otherwise be expressly provided in Schedule A, the following time periods spent outside the Municipality's corporate limits will be included in and counted toward the eighty (80) hours of Law Enforcement Services for the biweekly period that it occurred.
 - 6.1.1 Travel time, on a daily basis, to or from the O.C.S.O. in Pontiac, Michigan, at the beginning or end of any shift by any Sheriff's Deputy, if that Sheriff's Deputy's shift begins or ends in Pontiac;
 - 6.1.2 Attendance (not to exceed 100 hours per Sheriff's Deputy per calendar year) at any O.C.S.O. authorized or required training session, function, or meeting;
 - 6.1.3 Provision of any Mutual Aid;
 - 6.1.4 Appearance in any court or at any meeting with any other law enforcement agency in connection with any prosecution or court appearance related to the Law Enforcement Services provided under this Agreement;
 - 6.1.5 Performance of any Municipality-related Law Enforcement Services that takes any Deputy outside the Municipality's corporate limits; and

- 6.1.6 Any approved period of annual leave, sick leave, holiday leave, personal leave, or any other approved, paid leave (except any paid disciplinary leave and/or long-term disability leave extending beyond a period of five (5) working days) granted to any Sheriff's Deputy in accordance with applicable O.C.S.O. policies, procedures, and/or employment contracts.
7. **Shift Assignments.** Subject to the Sheriff's right to consolidate the assigned shifts of Sheriff's Deputies in order to concentrate Law Enforcement Services to meet particular priorities or needs, the Sheriff will assign shifts to Sheriff's Deputies contracted for under this Agreement so as to provide the broadest possible coverage of Law Enforcement Services to the Municipality.
8. **O.C.S.O. Records.** All O.C.S.O. policies, procedures, employment contracts, etc. that may be applicable to this Agreement will be made available by the Sheriff for inspection by the Municipality Liaison at the O.C.S.O., by appointment, during normal business hours.
9. **Overtime.** Subject to the Sheriff's sole discretion and judgment as to the county-wide prioritization of resources and law enforcement needs, additional Law Enforcement Services beyond the 80 hours per biweekly period for each Sheriff's Deputy contracted for under this Agreement, as provided for in Schedule A, may be made available by the Sheriff to the Municipality on an overtime basis.
- 9.1 **When Municipality Approval Needed.** Except for overtime incurred due to late calls, report writing, court appearances, emergencies (including, but not limited to, unanticipated and last-minute position fill-in scheduling decisions), or holiday pay overtime as shown in Schedule B - Holiday Pay, which is attached and incorporated herein, all other overtime charges incurred by any Sheriff's Deputy contracted for under this agreement, which are charged to the Municipality, shall be approved, in advance, in writing, by the Municipality Liaison.
- 9.2 **Invoice for Overtime.** Overtime charges will be invoiced to and paid at the yearly rate in which they were performed by the Municipality directly to the County at the "Overtime Hourly Rates" shown in Schedule C - Hourly Rates, which is attached and incorporated herein, and will be in addition to any amounts otherwise due and owing under the terms of this Agreement. However, in the unlikely event that the O.C.S.O. is able to provide additional Law Enforcement Services beyond the 80 hours per biweekly period, as requested by the Municipality, without the O.C.S.O. actually incurring any direct or indirect obligation to pay any overtime premium to any Sheriff's Deputy as a result, then those additional hours of Law Enforcement Services that the O.C.S.O. does not incur any overtime obligation will be calculated and invoiced in accordance with the "Regular Hourly Rates" shown in Schedule C.
- 9.3 **Holiday Pay.** All holiday pay charges to the Municipality will be calculated and invoiced in accordance with Schedule B.
10. **No Assignment/Delegation/Subcontract.** The Municipality shall not assign, delegate, subcontract, or otherwise, transfer, promise, commit, or lend any of the O.C.S.O.'s or Sheriff's Deputy's services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind.

11. **Additional Law Enforcement Services.** If, due to some unusual Municipality circumstance, the Municipality perceives the need for any additional Law Enforcement Services beyond those contracted for in Schedule A, the Municipality will address such concerns for additional Law Enforcement Services to the Sheriff.
12. **Municipality's Payment Obligations.** The Municipality will pay the O.C.S.O. for all Law Enforcement Services provided pursuant to this Agreement at the Sheriff's Deputies' biweekly rates shown in Schedule A. The Municipality further agrees to reimburse the O.C.S.O. for any and all additional hours of work, overtime, and holiday pay costs incurred by the O.C.S.O. in providing Law Enforcement Services to the Municipality under the terms of this Agreement.
 - 12.1 **Yearly Rates Set by County Board of Commissioners.** The Municipality understands that the yearly rates for Law Enforcement Services are determined and set by the Oakland County Board of Commissioners. The Municipality will pay the O.C.S.O. at the yearly rates set by the Oakland County Board of Commissioners for all Law Enforcement Services performed in those years.
 - 12.2 **Invoice.** For every biweekly period (corresponding to established O.C.S.O. payroll periods) during which any Sheriff's Deputy provides any Law Enforcement Services to the Municipality under the terms of this Agreement, the O.C.S.O. will prepare and send to the Municipality an invoice that sets forth the biweekly amount due for each Sheriff's Deputy's hours of Law Enforcement Services provided during that biweekly period, plus any charges for any additional hours of work, overtime, and holiday pay, as provided for herein, during that biweekly billing period. All overtime charges will be itemized and designated for the reason incurred. The Municipality agrees to pay to the County the full amount due on any such invoice within 30 days of the invoice date.
13. **Failure to Pay.** If the Municipality, for any reason, fails to pay the County any monies due under this Agreement, the following remedies shall be available to the County on an ongoing basis:
 - 13.1 **Setoff or Retention of Municipal Funds.** The Municipality agrees that, unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to offset or retain the amount due from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount due by the Municipality to the County. The Municipality waives any Claims against the County or County Agents for any acts related to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Agreement
 - 13.2 **Interest Charges.** If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Agreement, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 13.3 **Other Rights/Remedies.** The County may pursue or exercise any and all other legal rights or remedies against the Municipality to secure reimbursement of any overdue amounts.
- 13.4 **Costs and Expenses for Securing Payment.** If the County pursues any legal action in any court to secure payment, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs incurred by the County in the collection of any amount owed by the Municipality.
14. **Independent Contractor Status.** Neither the O.C.S.O. nor any Sheriff's Deputy, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the Municipality. At all times and for all purposes under the terms of this Agreement, the O.C.S.O.'s legal status and relationship to the Municipality shall be that of an independent contractor. The Municipality also agrees that in any writing or any other communication prepared by, for, or at the direction of the Municipality, the Municipality shall not state, suggest, or imply that any employment status or employment relationship exists between any Sheriff's Deputy and the Municipality.
15. **O.C.S.O. is Sole and Exclusive Employer of Sheriff's Deputies.** The Municipality and the O.C.S.O. agree and warrant that, at all times and for all purposes relevant to this Agreement, the O.C.S.O. shall remain the sole and exclusive employer of all Sheriff's Deputies.
16. **Terms and Conditions of Employment for Sheriff's Deputies.** This Agreement does not create, change, modify, supplement, supersede, or otherwise affect or control, the terms or conditions of employment of any Sheriff's Deputy with the O.C.S.O., any applicable O.C.S.O. employment or union contract, and any O.C.S.O. rules, regulations, hours of work, shift assignments, orders, policies, procedures, directives, ethical guidelines, etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and any Sheriff's Deputy and the conduct and actions of any Sheriff's Deputy.
- 16.1 **Examples.** To illustrate, but not otherwise limit, this Agreement does not in any way limit, modify, control, or otherwise affect:
- 16.1.1 The complete and unilateral discretion of the Sheriff to either continue or revoke the deputization of any Sheriff's Deputy or any other person who, in the Sheriff's sole judgment, he does not believe is qualified or otherwise fit to be a Sheriff's Deputy.
- 16.1.2 The O.C.S.O.'s sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, or discharge any Sheriff's Deputy or pay any and all Sheriff's Deputy's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Sheriff's Deputy with the O.C.S.O., subject only to its collective bargaining agreements.
- 16.1.3 The Sheriff's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and any other

judgment, policy or directive that, in any way, governs or controls any activity of any Sheriff's Deputy, any necessary Sheriff's Deputy's training standards or proficiencies, any level or amount of required supervision, any standards of performance, any sequence or manner of performance, and any level of experience, training, or education required for any Sheriff's Deputy performing any O.C.S.O. duty or obligation under the terms of this Agreement.

17. **No Municipality Control of Sheriff's Deputies.** Neither the Municipality nor any Municipality Agents shall provide, furnish, or assign any Sheriff's Deputy with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Sheriff's Deputy in the performance of any Law Enforcement Services under the terms of this Agreement. Except as expressly provided for under the terms of this Agreement, no Sheriff's Deputy while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any other work or assignments for the Municipality or Municipality Agents, and no Sheriff's Deputy shall be otherwise employed or utilized in any manner by the Municipality.
18. **Sheriff's Deputies Paid by O.C.S.O.** The O.C.S.O. shall remain solely and exclusively responsible for the payment of all Sheriff's Deputies' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any Sheriff's Deputy's status as an employee of the O.C.S.O.
19. **Sheriff's Deputies Shall Not Be Paid by Municipality.** Except as expressly provided otherwise in this Agreement, the Municipality shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, automobiles, personal property, supplies, benefits, or any other thing of value, either directly or indirectly, to any individual Sheriff's Deputy. Any consideration, monetary or otherwise, paid directly to the County, and any personal property, automobiles, or any portable equipment (e.g., portable telephones, portable computers, beepers, etc.) supplied, provided, or leased directly to the County shall not, for any purpose of this Agreement, be interpreted as being provided by the Municipality, either directly or indirectly, to any individual Sheriff's Deputy.
20. **Sheriff's Deputies' Expenses Paid by O.C.S.O.** Except as expressly provided otherwise in this Agreement, the O.C.S.O. is solely and exclusively responsible for providing Sheriff's Deputies with all tools, automobiles, radios, communications equipment, firearms, and any and all other equipment that the O.C.S.O., in its sole judgment, deems required or beneficial for the completion of any O.C.S.O.'s duty under the terms of this Agreement. The O.C.S.O. shall also be solely and exclusively responsible for any and all Sheriff's Deputy's professional expenses, licenses, uniform or equipment costs, insurance, supplies, etc.
 - 20.1 **Exception for Papers Bearing Municipality's Name.** Any stationery, notices, forms, Municipality ordinance appearance tickets, and other papers that are required to bear the name of the Municipality will be supplied to the O.C.S.O. by the Municipality at the Municipality's sole cost and expense.

20.2 Municipality's Request for Special Equipment. In the event that the Municipality wants any special or additional personal property or equipment (i.e., cellular telephones, beepers, personal items or equipment, portable computers, automobiles, motorcycles, etc.) to be provided, at Municipality expense or otherwise, to any Sheriff's Deputy assigned to the Municipality, the Municipality shall direct such requests to the O.C.S.O., which shall solely decide whether such personal property or special equipment shall be provided. Any and all such equipment to be provided by the Municipality shall be provided directly and exclusively to the O.C.S.O., and then only pursuant to a separate, written lease agreement between the Municipality and the County. No personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the Municipality directly to any Sheriff's Deputy, except through a written lease as provided for in this paragraph.

21. **Municipality Substation.** The Municipality may, in its discretion and in such locations and circumstances as it decides, provide suitable office space, office equipment, all required office utilities, and related supplies and facilities (e.g., desks, chairs, copying machines, fax machines, typewriters, permanently installed telephones, lockers, locker room facilities, uniform changing areas, etc.) in Municipality-owned or leased buildings to the O.C.S.O. for use by Sheriff's Deputies assigned to the Municipality, which shall be referred to as a "Municipality Substation." The O.C.S.O. may provide or supplement any existing desks, chairs, copying machines, fax machines, etc. located in the Municipality Substation with O.C.S.O. personal property and equipment.

21.1 **Benefit to Municipality.** The Municipality acknowledges that it benefits from providing a Municipality Substation because it would give its residents a specific location within the Municipality to report criminal activity and seek Law Enforcement Services, and it would minimize the amount of time that Sheriff's Deputies would spend outside the Municipality because, without a substation, the Sheriff's Deputies will begin and end their Law Enforcement Services work shifts at the main O.C.S.O. law enforcement complex in Pontiac, MI instead of within the Municipality.

21.2 **Mutual Agreement Required for Provision and Use of Municipality Substation.** The Municipality's provision of any Municipality Substation and the use of any Municipality Substation by the O.C.S.O. will be by mutual agreement and consent of the Parties. Under no circumstances will the Municipality be obligated under the terms of this Agreement to provide any Municipality Substation, nor shall the O.C.S.O. be obligated to use any such Municipality Substation if offered. If the Municipality decides that it will offer to provide the O.C.S.O. with a Municipality Substation, and the O.C.S.O. agrees to use such facilities, the following terms and conditions shall apply:

21.2.1 **Revocable, Nonexclusive License.** Use of the Municipality Substation shall be deemed to be a Municipality grant of a revocable, nonexclusive license over that portion of such Municipality premises for use by the O.C.S.O. for providing Law Enforcement Services under this Agreement.

21.2.2 **Maintenance and Utilities.** The Municipality will be responsible for maintenance of the premises, which includes: any necessary repairs, improvements, installation and maintenance of all necessary security locks, devices and fire safety devices and safety precautions, reconstruction, custodial services, including rubbish and trash removal, and also includes the provision of utilities required to operate the facility for the purposes of this license, including, but not limited to, heat, air conditioning, power, and

water (but excluding any monthly telephone charges for any permanently installed Municipality Substation telephones), at no cost to the O.C.S.O.

- 21.2.3 **Duration of License.** Use of any Municipality Substation license shall end upon the termination or expiration of this Agreement as provided herein. Any Substation License shall also be terminable, at any time and for any reason, by the Municipality, the County, or the Sheriff.
- 21.2.4 **Waiver of Subrogation.** Sheriff's Deputies will use due care in their use of any Municipality Substation. The Municipality agrees that the Municipality and the Municipality's insurance carrier will waive all rights of subrogation against the County for any loss or damage to the Municipality Substation premises or property which is owned or insured by the Municipality. The Municipality will provide the County with a certificate of insurance that contains the following language: "The Municipality and the Insurance Carrier named herein agree to waive all rights of subrogation against Oakland County for any loss or damage to premises or property owned by or insured by the Municipality." The Municipality will provide this Certificate of Insurance to: Attn. Business Manager, Oakland County Sheriff's Office, County Service Center, Bldg. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044, prior to January 1, 2019. All certificates of insurance are subject to approval by the Oakland County Office of Risk Management.
22. **No Transfer, Delegation, or Assignment of Municipality's Duties.** Except as expressly provided for in this Agreement, this Agreement does not, and is not intended to, transfer, delegate, or assign to the County, the Sheriff, or any Sheriff's Deputy any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated or entrusted to the Municipality under existing law.
23. **Communications With Municipality Liaison.** The Municipality Liaison may contact the O.C.S.O. Liaison to request, advise, or otherwise make the O.C.S.O. aware of any particular law enforcement needs and services within the Municipality, or to provide other relevant information. The Municipality Liaison may also bring to the Sheriff's attention any concerns that the Municipality may have regarding the assignment of any Deputy to the Municipality. The Sheriff shall provide the Municipality Liaison an opportunity to interview and meet any command officers before they are assigned to the Municipality. However, the Sheriff's decision on the assignment of any Sheriff's Deputy shall be final. The O.C.S.O. Liaison will keep the Municipality Liaison reasonably informed regarding Municipality-related Law Enforcement Services, unless such communication would interfere with an ongoing criminal investigation or prosecution, and advise the Municipality Liaison, as soon as practicable, of any changes in any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under the terms of this Agreement.
24. **Allegations of Improper Conduct of Sheriff's Deputy.** If the Municipality learns of any act or allegation involving any Sheriff's Deputy that is contrary to the terms and conditions of this Agreement, or any other questionable or improper acts or omissions, the Municipality will promptly notify and provide the Sheriff with any and all information that it has regarding the matter. The Municipality will also promptly deliver to the Sheriff written notice and copies of any complaint, charge, or any other allegation of wrongdoing, whether civil or criminal in nature, that the Municipality becomes aware of regarding any Sheriff's Deputy. The Municipality agrees to

cooperate with the O.C.S.O. in any investigation conducted by the Sheriff into the character and fitness of any Deputy.

25. **Responsibility of Claims.** Each Party shall be responsible for any Claims made against that Party and for the acts of its respective Municipality and County Agents.

25.1 **Legal Representation.** For any Claims that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

25.2 **No Indemnification.** Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or the other Party's respective Municipality and County Agents in connection with any Claim.

26. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Party. The O.C.S.O. reserves to itself any rights and obligations relating to the provision of Law Enforcement Services. This Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of the Sheriff, the County, or the Sheriff's Deputies. Further, this Agreement does not, and is not intended to, create, grant, modify, or supersede in any manner, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, for any Sheriff's Deputy or any Sheriff's Deputy's agent, representative, or union.

27. **Term.** Subject to Paragraph 29 (Resolutions Required), this Agreement will become effective at 12:00:00 A.M., January 1, 2019, and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on December 31, 2021. Upon the expiration of this Agreement, all further obligations of the O.C.S.O. to provide Law Enforcement Services to the Municipality under the terms of this Agreement shall end.

28. **Termination.** Any Party may terminate this Agreement before its expiration by providing written notice to all other Parties at least ninety (90) days prior to the proposed termination date, which must be clearly stated in the written notice. Upon the termination of this Agreement, all further obligations of the O.C.S.O. to provide Law Enforcement Services to the Municipality under the terms of this Agreement shall end. In the event that the Municipality terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the Municipality will consider for employment in its police department any Sheriff's Deputy who may be laid off by the O.C.S.O. as a result of this decision, but in no event will the Municipality be obligated to hire any such Sheriff's Deputy.

29. **Resolutions Required.** This Agreement and any subsequent amendments shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the Municipality's governing body. The approval and terms of this Agreement shall be entered in the official minutes and proceedings of the County Board of Commissioners and the Municipality's governing body, and shall also be filed with the office of the Clerk for the County and the Municipality. In addition, this Agreement and any subsequent amendments shall be filed

with the Secretary of State for the State of Michigan by the O.C.S.O., and shall not become effective or implemented prior to its filing with the Secretary of State.

30. **New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date.** If the Municipality wishes to enter into a new agreement for Law Enforcement Services upon the expiration of this Agreement, it will notify the O.C.S.O., in writing, of this intent no later than July 31, 2021. This paragraph does not obligate the O.C.S.O. or the Municipality to continue any Agreement for any Law Enforcement Services beyond the expiration of this Agreement unless a new contract is fully executed by the Parties.
31. **Survival of Terms and Conditions.** The following terms and conditions will survive and continue in full force beyond the termination or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Paragraph 1 (Definitions), Paragraph 3 (No Warranty, Promise, or Guarantee), Paragraph 12 (Municipality's Payment Obligations), Paragraph 13 (Failure to Pay), Paragraph 15 (O.C.S.O. is Sole and Exclusive Employer of Sheriff's Deputies), Paragraph 16 (Terms and Conditions of Employment for Sheriff's Deputies), Paragraph 22 (No Transfer, Delegation, or Assignment of Municipality's Duties), Paragraph 24 (Allegations of Improper Conduct of Sheriff's Deputy), Paragraph 25 (Responsibility of Claims), Paragraph 26 (Reservation of Rights), Paragraph 30 (New Agreement Required to Continue Law Enforcement Services Beyond Expiration Date), Paragraph 31 (Survival of Terms and Conditions), Paragraph 32 (Notices), Paragraph 33 (Governing Law), Paragraph 34 (Captions and Contract Language), Paragraph 35 (Waiver), Paragraph 36 (Binding Affect), Paragraph 38 (Cumulative Remedies), Paragraph 39 (Severability), and Paragraph 40 (Entire Agreement).
32. **Notices.** The Parties will send all correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any signatory's successor in office, by first class mail to the addresses shown in this Agreement. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
33. **Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.
34. **Captions and Contract Language.** The section numbers, subsection numbers, and captions contained in this Agreement are intended for the convenience of the reader, are not intended to have any substantive meaning, and shall not be interpreted to limit or modify any substantive provisions of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
35. **Waiver.** Waiver of any term or condition under this Agreement must be in writing and notice given pursuant to this Agreement. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.

36. **Binding Affect.** This Agreement shall be binding upon the County, the Sheriff, and the Municipality to the extent permitted by law, upon their successors and assigns, and upon all persons acting by, through, under; or in concert with any of them.
37. **Amendments.** This Agreement shall not be changed or supplemented orally. This Agreement may be amended only by concurrent resolutions of the County Board of Commissioners and the Municipality's governing body following the procedures set forth in Paragraph 29 (Resolutions Required).
38. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
39. **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 or conditions shall remain in full force and effect.
40. **Entire Agreement.** This Agreement, including Schedule A, Schedule B, and Schedule C, represents the entire agreement and understanding between the Parties regarding the O.C.S.O.'s provision of Law Enforcement Services to the Municipality. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties in any way related to the subject matter hereof.

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IN WITNESS WHEREOF, Dr. Deirdre Waterman, Mayor of the **City of Pontiac**, hereby acknowledges that he has been authorized by a resolution of the Municipality's governing body (a certified copy of which is attached) to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement on this _____ day of _____, 2018.

WITNESSES:

City of Pontiac
a Michigan Municipal Corporation

BY: _____
Dr. Deirdre Waterman
Mayor

BY: _____
Garland Doyle
Interim City Clerk

IN WITNESS WHEREOF, MICHAEL J. GINGELL, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners (a certified copy of which is attached) to execute this Agreement on behalf of the County of Oakland and hereby accepts and binds the County of Oakland to the terms and conditions of the Agreement on this _____ day of _____, 2018.

WITNESS:

COUNTY OF OAKLAND, a Michigan
Municipal Corporation

BY: _____
MICHAEL J. GINGELL
Chairperson, Oakland County Board
of Commissioners

IN WITNESS WHEREOF, MICHAEL J. BOUCHARD, in his official capacity as the Oakland County Sheriff, a Michigan Constitutional Officer, hereby accepts and binds the County of Oakland to the terms and conditions of the Agreement on this _____ day of _____, 2018.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan
Constitutional Officer

BY: _____
MICHAEL J. BOUCHARD,
Oakland County Sheriff

SCHEDULE A

SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY

Rank of Sheriff's Deputies Contracted	Number of Sheriff's Deputies Contracted	Biweekly Charge for each Sheriff's Deputy to Municipality in 2019	Annual Costs 2019	Biweekly Charge for each Sheriff's Deputy to Municipality in 2020	Annual Costs 2020	Biweekly Charge for each Sheriff's Deputy to Municipality in 2021	Annual Costs 2021
Captain	1	\$7,434.12	\$193,287	\$7,631.69	\$198,424	\$7,883.02	\$204,958
Lieutenant	3	\$6,410.34	\$500,007	\$6,592.89	\$514,245	\$6,780.49	\$528,878
Patrol Sergeant	7	\$5,800.20	\$1,055,636	\$5,964.26	\$1,085,495	\$6,132.68	\$1,116,148
Detective Sergeant	1	\$5,950.40	\$154,710	\$6,123.75	\$159,217	\$6,301.96	\$163,851
Deputy II (w/fill)		\$5,874.47		\$6,038.75		\$6,207.41	
Deputy II (no-fill)	51	\$5,115.24	\$6,782,808	\$5,264.55	\$6,980,793	\$5,417.93	\$7,184,175
Deputy II (no-fill/no-vehicle)		\$4,844.28		\$4,981.82		\$5,122.88	
Patrol Investigator (no-fill)	18	\$5,324.86	\$2,492,034	\$5,486.43	\$2,567,649	\$5,652.72	\$2,645,473
Deputy I (no-fill)		\$4,707.87		\$4,850.08		\$4,996.22	
Estimated Overtime			\$762,410		\$777,658		\$793,211
Front desk & building PTNE Security Deputies	12	\$24.09 per hour	\$289,080 Estimated	\$24.57 per hour	\$294,840 Estimated	\$25.06 per hour	\$300,720 Estimated
PTNE Office Assistant II	4	\$19.51 per hour	\$78,040 Estimated	\$19.90 per hour	\$79,600 Estimated	\$20.30 per hour	\$81,200 Estimated
TOTAL	97		\$12,308,012		\$12,657,921		\$13,018,614

NOTE: For each "Deputy II (w/fill)" identified above, the O.C.S.O. will, at no additional cost to the Municipality, provide a substitute Sheriff's Deputy (i.e., a "fill-in") to provide Law Enforcement Services to the Municipality whenever a contracted "Deputy II (w/fill)" is absent from the Municipality during any 80 hour biweekly period for any reason except those reasons enumerated in Paragraph 6.1 above.

NOTE: The O.C.S.O. will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

SCHEDULE B

HOLIDAY PAY

Rank of Sheriff's Deputies Contracted	Regular Holiday Pay	Regular Holiday Pay – Not Worked ¹	Holiday Overtime ²	Overtime	Additional Charges
Captain	INCLUDED	INCLUDED	NOT ELIGIBLE	NOT ELIGIBLE	NO
Lieutenant	INCLUDED	OPTIONAL ³	NOT INCLUDED	NOT INCLUDED	YES
Patrol Sergeant	INCLUDED	OPTIONAL	NOT INCLUDED	NOT INCLUDED	YES
Detective Sergeant	INCLUDED	OPTIONAL	NOT INCLUDED	NOT INCLUDED	YES
Deputy II (w/fill)	INCLUDED	INCLUDED	INCLUDED	INCLUDED	NO
Deputy II (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Deputy II (no-fill/no-vehicle)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Patrol Investigator (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES
Deputy I (no-fill)	INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	YES

NOTE: As used above, "INCLUDED" or "NOT INCLUDED" mean whether or not these costs are included in the biweekly charges shown in Schedule A.

¹ Billed using the Regular Hourly Rate indicated in Schedule C. "INCLUDED" is calculated using 5 paid leave days in lieu of 3 holidays. In December, communities with No-Fill Deputies (I & II's) will be charged for 2 days (16 hours) at the Regular Hourly Rate.

² Billed using the Overtime Hourly Rate indicated in Schedule C.

³ "OPTIONAL" means that it will depend on the O.C.S.O's holiday schedule, the individual's work schedule, and the collective bargaining agreement.

SCHEDULE C

HOURLY RATES

	Regular Hourly Rate 2019	Overtime Hourly Rate 2019	Regular Hourly Rate 2020	Overtime Hourly Rate 2020	Regular Hourly Rate 2021	Overtime Hourly Rate 2021
Captain	N/A	N/A	N/A	N/A	N/A	N/A
Lieutenant	\$60.12	\$90.18	\$61.32	\$91.98	\$62.55	\$93.82
Patrol Sergeant	\$54.53	\$81.79	\$55.62	\$83.43	\$56.73	\$85.10
Detective Sergeant	\$54.53	\$81.79	\$55.62	\$83.43	\$56.73	\$85.10
Deputy II (w/fill)	\$46.21	\$69.31	\$47.11	\$70.67	\$48.05	\$72.07
Deputy II (no/fill)	\$46.21	\$69.31	\$47.11	\$70.67	\$48.05	\$72.07
Deputy II (no-fill/no- vehicle)	\$46.21	\$69.31	\$47.11	\$70.67	\$48.05	\$72.07
Patrol Investigator (no-fill)	\$46.21	\$69.31	\$47.11	\$70.67	\$48.05	\$72.07
Deputy I (no-fill)	\$41.25	\$61.88	\$42.08	\$63.12	\$42.92	\$64.38
PTNE Deputy	\$24.09	\$36.14	\$24.57	\$36.86	\$25.06	\$37.59
Technical Assistant	\$32.60	\$48.91	\$33.25	\$49.87	\$33.91	\$50.87

	Regular Hourly Rate 2019	Overtime Hourly Rate 2019	Regular Hourly Rate 2020	Overtime Hourly Rate 2020	Regular Hourly Rate 2021	Overtime Hourly Rate 2021
Account Clerk I	\$25.51	\$38.27	\$26.02	\$39.03	\$26.54	\$39.81
PTNE Office Assistant	\$19.51	\$29.27	\$19.90	\$29.85	\$20.30	\$30.45

RESOLUTION

#8

CITY OF PONTIAC
OFFICIAL MEMORANDUM

TO: Jane Bais-DiSessa

FROM: John Balint, Director of Public Works

DATE: November 28, 2018

RE: Oakland County Board of Commissioners Local Road Improvement Funding

The Department of Public Works, Engineering Division applied for a grant from the Oakland County Board of Commissioners in April of last year for their Local Road Improvement Program. Our application was approved by the Board of Commissioners and they awarded the City \$84,753 for improvement to City Streets.

The plan for this grant is to mill and overlay the following stretches of road:

- Perry from M-59 to University
- University from Perry to Mill
- Mill from University to M-59

Since the award of this grant, the City has designed and bid the work. The contractor, Cadillac Asphalt has been awarded the contract, and was planning to construct the project this fall, but the MITA lockout pushed the work too far back. This project will now be constructed in the spring of 2019.

The Department of Public Works and Engineering Division has reviewed the agreement and recommends approval.

Please see the attached Cost Participation agreement

JVB

Attachments

LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

COST PARTICIPATION AGREEMENT

Resurfacing of University Drive and Mill Street

City of Pontiac

Board Project No. 2017-17

This Agreement, made and entered into this ____ day of _____, 2017, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Pontiac, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot 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 University Drive and Mill Street, as more fully described in Attachment C, attached hereto, and made a part hereof, 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 acknowledges and agrees 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 a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The COMMUNITY further acknowledges and agrees that if the PROJECT is a multi-year road improvement project, the maximum number of years for the PROJECT funding is three (3) years. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2018. 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 \$300,000; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$84,753, 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 \$84,753. The COMMUNITY shall submit an invoice to the COUNTY in the amount of \$84,753, addressed to Lynn Sonkiss, Manager of Fiscal Services, Executive Office Building, 2100 Pontiac Lake Road, Building 41 West, Waterford, MI 48328, upon execution of this Agreement. Upon receipt of said invoice, the BOARD shall pay the COMMUNITY the sum of \$84,753 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: _____

Its: _____

COMMUNITY

By: _____

It's: _____

RESOLUTION

#9

CITY OF PONTIAC
OFFICIAL MEMORANDUM

TO: Jane Bais-DiSessa

FROM: John Balint, Director of Public Works

DATE: November 28, 2018

RE: Oakland County Board of Commissioners Local Road Improvement Funding

The Department of Public Works, Engineering Division applied for a grant from the Oakland County Board of Commissioners this past April for their Local Road Improvement Program. Our application was approved by the Board of Commissioners and they awarded the City \$133,215 for improvement to City Streets.

The plan for this grant is to mill and overlay Mill Street in the downtown from M-59, South to Water Street.

Since the award of this grant, the City is planning to design the project over this winter and bid in the spring of 2019. The match amount of \$133,215 will be provided from the Major Street Fund. has designed and bid the work. This project will now be constructed in the summer/fall of 2019.

The Department of Public Works and Engineering Division has reviewed the agreement and recommends approval.

Please see the attached Cost Participation agreement

JVB

Attachments

LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

COST PARTICIPATION AGREEMENT

Resurfacing of Mill Street from Huron (M-59) to Water Street

City of Pontiac

Board Project No. 2018-32

This Agreement, made and entered into this ____ day of _____, 2018, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Pontiac, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot 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 Mill Street from Huron (M-59) to Water Street, as more fully described in Attachment C, attached hereto, and made a part hereof, 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 a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The COMMUNITY further acknowledges and agrees that if the PROJECT is a multi-year road improvement project, the maximum number of years for the PROJECT funding is two (2) years. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2019. 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 \$313,046.18; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$133,215, 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 \$133,215. The COMMUNITY shall submit an invoice upon execution of this Agreement to the COUNTY in the amount of \$133,215.

a. The invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328

3. Upon receipt of said invoice, the BOARD shall pay the COMMUNITY the sum of \$133,215 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: _____

Its: _____

COMMUNITY

By: _____

It's: _____

RESOLUTION

#10



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Honorable Mayor and City Council

FR: Jane Bais DiSessa, Deputy Mayor and Rachel Loughrin, Economic Development Director

DA: December 6, 2018

RE Resolution to approve the Community Development Block Fund Allocation for Program Year 2019.

Based on input received during the City Council meeting held December 4, 2018, the following is a revised program allocation resolution for approval of the Community Development Block Grant (CDBG) Program Year (PY) 2019:

WHEREAS the City Council has received the Community Development Department recommendations for projects for the CDBG PY 2019; and

WHEREAS the Community Development Department has recommended that the 2019 CDBG funding allocation of \$802,368, be allocated as follows:

- \$673,593.58 for the Demolition and Clearance program for the demolition of residential and commercial structures;
- \$100,000 for Sidewalk Repairs throughout the City of Pontiac;
- \$50,000 for Public Services General - House Keeping to assist Senior Citizens to "age in place" and continue an independent lifestyle;
- \$3,774.42 for Pontiac Youth Services; and

WHEREAS the City Council held a public hearing on the proposed allocations for PY 2018 on December 4, 2018.

NOW BE IT THEREFORE RESOLVED that the Pontiac City Council approve the submission of the CDBG PY 2019 application with the proposed allocations to the Oakland County Community and Home Improvement Division.

Please note that in order to meet the \$13,000 funding request from Pontiac Youth Services, monies will be provided by allocating \$3,774.42 from PY 2019 and \$9,225.58 from PY 2016. Also, please be informed that a public hearing will need to be conducted in order to re-program these funds from PY 2016 Senior Center to Youth Services. In addition, concerning tree removal, a total of \$190,000 is available in the City's Local and Major funds for public right-of-way. Additionally, a total of \$75,000 from CDBG PY 2016 is allocated for Yard Services. Although this program addresses snow removal, funds may be used for dangerous tree removal and/or trimming for income-eligible residents. As such, funds are available for both public and private (income eligible) tree removal.

JBD

ORDINANCE

**CITY OF PONTIAC
ORDINANCE NO. _____**

AN ORDINANCE TO DECRIMINALIZE CERTAIN FORMS OF POSSESSION OF MARIHUANA AND PROHIBIT ALL FORMS OF RECREATIONAL MARIHUANA ESTABLISHMENTS WITHIN IN THE CITY OF PONTIAC AND ADD SECTIONS TO CHAPTER 86 OF THE CITY OF PONTIAC CODE OF ORDINANCES.

THE CITY OF PONTIAC ORDAINS:

Chapter 86 shall be amended to read as follows:

DIVISION 4. CONTROLLED SUBSTANCES

86-116 Use and possession of marijuana prohibited.

(a) No person shall knowingly or intentionally use marijuana or have marijuana in his possession except that:

- (1) persons 21 years of age or older may possess, purchase, transport or process 2.5 ounces or less of marihuana, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate and possess marihuana accessories in accordance with the Michigan Regulation and Taxation of Marihuana Act or in compliance with the Michigan Medical Marihuana Act.
- (2) within the person's residence, he/she may possess, store, and process not more than 10 ounces of marihuana and any marihuana produced by marihuana plants cultivated on the premises, and may cultivate not more than 12 marihuana plants for personal use, provided that not more than 12 marihuana plants are possessed, cultivated or processed on the premises at once in accordance with the Michigan regulation and Taxation of Marihuana Act or in compliance with the Michigan Medical Marihuana Act.
- (3) persons may transport marihuana through the City by a person operating pursuant to a medical marihuana facilities license.
- (4) persons 21 years of age or older may assist another person who is 21 years of age or older in any of the permitted acts in the Michigan Regulation and Taxation of Marihuana Act.
- (5) persons may give away or otherwise transfer without remuneration up to 2.5 ounces of marihuana except that not more than 15 grams of marihuana may be in the form of concentrate to a person 21 years of age or older.
- (6) persons may operate in compliance with a license issued by the State of Michigan and the City under the Medical Marihuana Facilities Licensing Act and City ordinances for such facilities.

(b) As used in this section, "marijuana" shall mean all parts of the genus *cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin, including marijuana concentrate and marijuana infused products. Such term does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil or cake; or the sterilized seed of the plant which is incapable of germination, industrial hemp or any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products.

86-117 Controlled substance paraphernalia.

(a) *Definition.* As used in this section "*marijuana accessories*" and "*drug paraphernalia*" means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting; propagating; cultivating; growing; harvesting; manufacturing; compounding; converting; producing; processing; preparing; testing; analyzing; packaging; repackaging; storing; containing; concealing; injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance; including, but not limited to, all of the following:

- (1) An isomerization device specifically designed for use in increasing the potency of any species of plant which plant is a controlled substance.
- (2) Testing equipment specifically designed for use in identifying or in analyzing the strength, effectiveness, or purity of a controlled substance.
- (3) A weight scale or balance specifically designed for use in weighing or measuring a controlled substance.
- (4) A diluent or adulterant, including, but not limited to, quinine hydrochloride, mannitol, mannite, dextrose, and lactose, specifically designed for use with a controlled substance.
- (5) A separation gin or sifter specifically designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, marijuana.
- (6) An object specifically designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body.
- (7) A kit specifically designed for use in planting, propagating, cultivating, growing, or harvesting any species of plant which is a controlled substance or from which a controlled substance can be derived.
- (8) A kit specifically designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances.

(9) A device, commonly known as a cocaine kit, that is specifically designed for use in ingesting, inhaling, or otherwise introducing controlled substances into the human body, and which consists of at least a razor blade and a mirror.

(10) A device, commonly known as a bullet, that is specifically designed to deliver a measured amount of controlled substances to the user.

(11) A device, commonly known as a snorter, that is specifically designed to carry a small amount of controlled substances to the user's nose.

(12) A device, commonly known as an automotive safe, that is specifically designed to carry and conceal a controlled substance in an automobile, including, but not limited to, a can used for brake fluid, oil, or carburetor cleaner which contains a compartment for carrying and concealing controlled substances.

(13) A spoon, with or without a chain attached, that has a small diameter bowl and that is specifically designed for use in ingesting, inhaling, or otherwise introducing controlled substances into the human body.

(b) *Indicia of marihuana accessories and drug paraphernalia.* In determining whether an object is a marihuana accessory or drug paraphernalia, in addition to all other logically relevant factors, all of the following shall be considered:

(1) Statements by an owner or by anyone in control of the object concerning the use of the object.

(2) Prior convictions, if any, of an owner, or of anyone in control of the object, under any state or federal law relating to any controlled substance.

(3) The proximity of the object to a controlled substance or a violation of this division.

(4) The existence of any residue of a controlled substance on the object.

(5) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver the object to a person to whom he knows intends to use the object in violation of this division. The innocence of an owner, or of anyone in control of the object, as to the violation of this division shall not prevent a finding that the object is intended for use or specifically designed for use as drug paraphernalia.

(6) Instructions, oral or written, provided with the object concerning the use of the object.

(7) Descriptive materials accompanying the object which explain or depict the use of the object.

(8) National and local advertising concerning the use of the object.

- (9) The manner in which the object is displayed for sale.
- (10) The existence and scope of legitimate uses for the object.
- (11) Expert testimony concerning the use or uses of the object.
- (12) Whether the owner, or anyone in control of the object, is a legitimate supplier of similar objects to the community, such as a licensed distributor or dealer of tobacco products.
- (13) Direct or circumstantial evidence of the ratio of sales by the owner of the object to the total sales of the business enterprise.

(c) *Possess, use, delivery, manufacture, sale, offer for sale, notice in writing before arrest, compliance with notice as defense; penalty.*

(1) No person shall use marihuana accessories and drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance, except as specifically permitted in the Michigan Regulation and Taxation of Marihuana Act or the Michigan Medical Marihuana Act.

(2) No person shall possess, deliver, or manufacture marihuana accessories or drug paraphernalia knowing that the marihuana accessories or drug paraphernalia may be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance, except as specifically permitted in the Michigan Regulation and Taxation of Marihuana Act or the Michigan Medical Marihuana Act.

(3) Subject to subsection (4), a person shall not sell or offer for sale marihuana accessories or drug paraphernalia, knowing that the marihuana accessories or drug paraphernalia will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance, except as specifically permitted in the Michigan Regulation and Taxation of Marihuana Act or the Michigan Medical Marihuana Act.

(4) Before a person is arrested for violation of subsection (3), the city attorney or the sheriff's department shall notify the person in writing, not less than two business days before the person is to be arrested that the person is in possession of specific, defined material that has been determined by the city attorney or the sheriff's department to be marihuana accessories or drug paraphernalia. The notice also shall request that the person refrain from selling or offering for sale the material and shall state that if the person complies with the notice, no arrest will be made for a violation of subsection (3).

(5) If a person complies with a notice sent under subsection (4), the compliance is a complete defense for the person against a prosecution under section 86-116, as long as the compliance continues.

(d) *Civil forfeiture.* Any marihuana accessories or drug paraphernalia used, sold, possessed with intent to use or sell, or manufactured with intent to sell in violation of this section shall be seized and forfeited to the city in accordance with applicable state law.

(e) *Exceptions.* This section does not apply to any of the following:

(1) An object sold or offered for sale to a person licensed under article 15 or under the occupational code, Act No. 299 of the Public Acts of 1980, being sections 339.101 to 339.2721 of the Michigan Compiled Laws, or any intern, trainee, apprentice, or assistant in a profession licensed under article 15 or under Act No. 299 of the Public Acts of 1980 for use in that profession.

(2) An object sold or offered for sale to any hospital, sanitarium, clinical laboratory, or other health care institution including a penal, correctional, or juvenile detention facility for use in that institution.

(3) An object sold or offered for sale to a dealer in medical, dental, surgical, or pharmaceutical supplies.

(4) Equipment, a product, or material which may be used in the preparation or smoking of tobacco or smoking herbs other than a controlled substance.

(5) A blender, bowl, container, spoon, or mixing device not specifically designed for a use in ingesting, inhaling, or otherwise introducing controlled substances into the human body.

(6) A hypodermic syringe or needle sold or offered for sale for the purpose of injecting or otherwise treating livestock or other animals.

(7) An object sold, offered for sale, or given away by a state or local governmental agency or by a person specifically authorized by a state or local governmental agency to prevent the transmission of infectious agents.

86-118 Marihuana Establishments

As permitted in section 6.1 of the Michigan Regulation and Taxation of Marihuana Act, the City hereby completely prohibits any marihuana establishments as defined in the Michigan Regulation and Taxation of Marihuana Act from locating within the boundaries of the City.

86-119 Penalties

Any violations of this Division shall be punishable by:

- (a) for the first violation, a civil infraction punishable by a fine of not more than \$500.00 and forfeiture of the marihuana;
- (b) for a second violation, a civil infraction punishable by a fine of not more than \$1,000.00 and forfeiture of the marihuana; and
- (c) for a third and subsequent violation, a misdemeanor punishable by a fine of not more than \$2,000.00 and forfeiture of the marihuana.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this _____ day of _____, 2018.

Deirdre Waterman, Mayor

Garland S. Doyle, Interim City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Pontiac at a regular Council Meeting held in the City Council Room in said City on the _____ day of _____, 2018.

Garland S. Doyle, Interim City Clerk

I further certify that the foregoing was published in _____, a newspaper of general circulation in the City of Pontiac, on the _____ day of _____, 2018.

Garland S. Doyle, Interim City Clerk

Within forty-five (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Council protesting against such ordinance continuing in effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election at which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.