



A HERITAGE OF GOOD LIVING

CITY COUNCIL

CITY OF LATHRUP VILLAGE
27400 Southfield Road, Lathrup Village, Michigan 48076

STUDY SESSION AGENDA

Thursday, OCTOBER 24, 2019

The Meeting Place – Second Floor
5:30 p.m. – Dinner
6:00 p.m. – Meeting

AGENDA ITEMS

- A. **Call to Order** by Mayor Garrett
- B. **Discussion Items**
 - A. Discussion – American Tower Offer
 - B. Discussion – City of Southfield Fire & EMS Contract
 - C. Discussion – Update of Schedule of Fees
 - D. Discussion – MML Conference Updates
 - E. Discussion – General Items
- C. **Mayor and Council Comments**
- D. **Public Comments**
- E. **Adjourn**



October 2, 2019

Lathrup Village - American Tower Site: Site Number 310966: 27139 Red River

Dear Ms. Mitchell:

American Tower Corporation owns, operates, and maintains, as applicable, a telecommunications site located on this property. As a leading independent operator of wireless and broadcast communication sites, American Tower understands the importance of maintaining long term relationships with landlords. In connection with interest of landowners to monetize their leases and our own desire to establish a long term relationship with you, American Tower is pleased to present you with the following conditional offers:

Option: Full Monetization

- Lump sum cash payment of **\$309,975.00**, in exchange for a perpetual easement interest or Fee Simple Sale of the property encompassed by this lease, paid at closing in lieu of rental payments. The easement or sale would also encompass the non-exclusive access and utility easements currently under lease.
- Or**
- Installment Payment Option: If an installment payment option was preferred; the installment would provide 120 monthly payments (10 years) at **\$3736.00** per month. (This payment can be guaranteed even if the agreement is terminated prior to completion of payment term). Total payout of **\$448,313.00**
- We can also combine a large initial payment with continued monthly payments. For Example: a **\$75,000 down payment** would still provide **120 months @ \$2832.00**

This type of agreement is executed as a perpetual Easement (similar to other utility easements). It allows us to keep the tower on the area covered by the current lease for as long as the location is needed. When the tower is no longer required the Tower is removed and the easement reverts to the property owner.

There are no costs to the Village for this transaction. American Tower drafts the documents and pays all recording fees. Many of the municipalities I work with use these funds for capital improvement projects that would otherwise require a bond or other interest-bearing funding.

Thank you, please feel free to call or email with a time that is convenient for us to discuss this opportunity. I look forward to hearing from you.

Kind Regards,
Laurene

Laurene Franklin
Lease Consultant, Tower Alliance LLC (An Authorized Vendor of American Tower)
479-981-2155 Office
lfranklin@toweralliancellc.com

****PLEASE NOTE:** This conditional offer expires on Dec 31, 2019 and is subject to final approval by the American Tower Finance committee. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.

**CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE
AGREEMENT FOR POLICE AND FIRE DISPATCH SERVICES**

This Agreement entered into this ____ day of _____ 2019~~7~~, by and between the City of Southfield, a Michigan municipal corporation, 26000 Evergreen, Southfield, MI 48037, (hereinafter referred to as "Southfield" or the "City of Southfield") and the City of Lathrup Village, a municipal corporation, 27400 Southfield Road, Lathrup Village, Michigan (hereinafter referred to as "Lathrup Village" or the "City of Lathrup Village"):

W I T N E S S E T H:

WHEREAS, Lathrup Village is desirous of purchasing police and fire dispatch services from Southfield and Southfield is agreeable to furnishing such services to Lathrup Village upon the terms and conditions herein stated;

WHEREAS, Southfield and Lathrup Village are legally empowered to enter into an inter-municipal contract involving the provision of police and fire dispatch services by Southfield to Lathrup Village pursuant to Article VII Section 28 of the Michigan Constitution of 1963, and Public Act No. 236 of 1967, as amended, and by Public Act No. 35 of 1951 as amended;

NOW, THEREFORE, in consideration of the mutual benefits to accrue to the parties and to the public, the parties agree as follow:

1. The City of Southfield agrees that it will provide police and fire dispatch services ~~as set forth herein (hereinafter referred to as the "Services")~~ to Lathrup Village as set forth herein (hereinafter referred to the "Services") commencing on July 1, 2017~~9~~, through June 30, 2020 and that this contract can be extended for an additional one (1) year period through June 30, 2021 at the option of the City. During these time periods, and during all times that the instant contract is in full force and effect, and for so long thereafter as this contract shall remain in effect, and Lathrup Village agrees to purchase the Services from Southfield, subject to all of the terms and conditions and qualifications set forth herein.

2. The parties agree that the Services to be provided by Southfield to Lathrup Village hereunder shall include the receipt by Southfield of calls for service over 911 lines and other seven-digit emergency lines and the dispatch of appropriate Lathrup Village emergency response units.

3. Southfield will maintain a continuous log of Lathrup Village police activity dispatched by Southfield, reflecting separate and distinct Lathrup Village complaint numbers. Lathrup Village will be responsible for picking up, on a daily basis, a copy of the dispatch log maintained by Southfield along with any dispatch cards which have been generated and any other related documents, teletypes, or other pertinent records generated by Southfield.

4. At the start of each Lathrup Village police shift (0700; 1500; and 2300 hours respectively), the Lathrup Village Supervisor or senior police officer shall contact Southfield by direct telephone line and advise Southfield as to the following information:

- names and badge numbers of all personnel on duty on such shift
- call sign of each unit
- prep radio number assigned to each officer
- MDT sign on code
- cellular phone number if applicable

5. Southfield will dispatch two (2) Lathrup Village police officers (or one Lathrup Village officer in circumstances where only one officer is available), on every Priority I incident, as expressly defined by Lathrup Village and communicated in writing to Southfield.

6. Lathrup Village will immediately notify Southfield upon initiating a vehicle pursuit. Lathrup Village will advise Southfield as to the direction of the pursuit, description of the vehicle being pursued, and the reason for the pursuit. Any pursuit undertaken by Lathrup Village shall be solely pursuant to established Lathrup Village pursuit policy and Lathrup Village shall be solely responsible for all aspects of the pursuit, including without limitation, the determination to initiate the pursuit of the vehicle, and/or the determination to continue or cease pursuit of the vehicle. Southfield shall have no responsibility or liability whatsoever associated with the pursuit and Lathrup Village shall indemnify and hold Southfield, and its employees, agents and officers harmless with respect to any and all liability, damages, claims, and/or causes of actions, whatsoever, resulting from or in connection with any vehicle pursuit or claimed vehicle pursuit undertaken by Lathrup Village and/or its employees or agents.

7. Lathrup Village officers shall immediately acknowledge all radio messages or dispatch communications received from Southfield. Lathrup Village officers shall notify Southfield upon arrival at an incident and when cleared or back in service from dispatched runs or other officer-initiated activity.

8. The parties agree that the following call back notification procedure shall be followed respecting Lathrup Village agents and personnel:

a. Lathrup Village Employees:

Lathrup Village shall provide to Southfield a current list of home telephone numbers of all police and reserve personnel in the event that contact with such personnel is requested by on-duty officers, and Lathrup Village shall update same on an as needed basis. Lathrup Village will be solely responsible for notification of all other Lathrup Village personnel, where required for snow removal, water main breaks, and the like. Southfield agrees to dispatch Lathrup Village officer(s) to verify if emergency conditions exist to warrant notification of other Lathrup Village personnel.

b. Animal Control

The parties acknowledge that Lathrup Village contracts with the City of Berkley pursuant to which Berkley performs animal control services for Lathrup Village. During normal business hours, requests for animal control services will be assigned a Lathrup Village incident number and Southfield will relay such request to Berkley Police Department via telephone. Berkley will be responsible for requesting the Lathrup Village incident number and will dispatch the animal control officer. Citizens requesting non-priority animal control after hours, will be advised by Southfield to call the general Lathrup Village Police Department number and be guided by the recorded information. After hours priority animal control calls will be dispatched by Southfield to Lathrup Village police officers for investigation.

c. Business Call Back

Lathrup Village will provide a current list of contact telephone numbers and individuals for Lathrup Village business places in the event after hours contact is requested due to a police or fire incident at their business location.

9. The parties agree that the following procedures will govern the Law Enforcement Information Network ("LEIN") as it relates to the dispatch services hereunder:

a. Inquires

Lathrup Village officers will be responsible for conducting routine vehicle registration and person inquiries via in-car mobile data terminal (MDT). When the MDT system is slow or not available, Lathrup Village officers may contact Southfield to query a vehicle or subject. If a wanted person or vehicle is discovered, Lathrup Village officers may contact Southfield to verify the response and contact the entering agency for confirmation and instructions. In the event that suspected stolen property is encountered, Lathrup Village officers may request an NCIC Stolen Article file query from Southfield.

b. Stolen Vehicle Entry

Upon receiving a complaint of a stolen vehicle, Lathrup Village officers will investigate and verify the incident. Lathrup Village officers will be responsible for preparing an incident report and a stolen vehicle card, and will then contact Southfield to request the LEIN entry. Lathrup Village officers will take the stolen vehicle card to Southfield where a file will be maintained.

c. Recovered Stolen Vehicles

When Southfield is contacted by another agency regarding a Lathrup Village stolen vehicle, Southfield will provide confirmation after checking the card file and will

advise such agency that a Lathrup Village officer will be contacting them for further information. Southfield will then cancel the vehicle from LEIN and remove the stolen vehicle card from the file for return to Lathrup Village. Lathrup Village officers will be responsible for contacting the requesting agency and the owner to advise of the recovery. Stolen vehicle cards will be prepared by Lathrup Village for those vehicles currently in LEIN as stolen at the time of transition of this Agreement.

d. Missing Persons

Upon verifying the report of a missing person, Lathrup Village officers will prepare the appropriate reports and obtain the signed authorization for LEIN entry from the reporting party. Lathrup Village officers will provide Southfield with a completed worksheet and copy of the signed authorization and request entry into LEIN. Upon inquiry by another agency, Southfield will confirm the missing person (LEIN entry) and advise the agency that it will be contacted by a Lathrup Village officer for additional information. Lathrup Village will be responsible for notifying the parent or other appropriate party and shall request cancellation of the missing person in LEIN. Upon being dispatched to verify the return of a missing person in Lathrup Village, Lathrup Village officers will prepare a supplemental report and notify Southfield for cancellation of the LEIN entry.

e. Warrants and Injunctive Order

Upon receiving a warrant or an injunctive order for a subject from the 46th District Court or 6th Circuit Court, Lathrup Village officers will prepare the warrant worksheet and forward the sheet to Southfield for entry. The true copy warrant will be retained in a file at the Lathrup Village Police Department. After entry, the warrant worksheet will be retained in a file at the Southfield Police Desk.

Upon being contacted by another agency, the Southfield Police will be responsible for confirming the warrant. If bond is listed on the worksheet and the subject is able to post, the Southfield Police will provide the court address and assign a court date of approximately seven days hence at 0830 hours. Southfield will then be responsible for cancellation of the warrant and will notify the Lathrup Village officer of such information. If no bond is listed on the warrant or the subject is not able to post bond, the other agency will be requested to stand by momentarily while the Lathrup Village officer is contacted to provide direction regarding pick-up or if the subject is to be advised and released. Lathrup Village will be solely responsible for making such determination. Lathrup Village will provide Southfield with worksheets for those Lathrup Village Police Department warrants in LEIN at the time of transition of this Agreement.

f. Stolen Articles

Lathrup Village officers will investigate and shall prepare an incident report upon receiving complaints of stolen articles. If suitable information is developed, a copy of the incident report will be forwarded to Southfield for entry in LEIN.

10. Lathrup Village will install and maintain an automated attendant system for its police department. Such system shall provide callers in need of emergency services to be directed to select a number to route their call to a Southfield seven-digit emergency line.

11. In consideration of the performance by Southfield of the Services hereunder, Lathrup Village shall pay to Southfield for the period of this agreement: the annual sum of \$54,579.18~~\$53,509.00~~ for the period of July 1, 2017~~9~~ through June 30, 2018~~20~~; and the annual sum of \$55,124.88~~\$54,044.00~~ for the period of July 1, 2020~~18~~ through June 30, 2021~~19~~.

The annual sum as set forth above, shall be divided into equal quarters and each such quarterly payment shall be due on or before July 1, October 1, January 1, and April 1, in advance of the period within which the Services are rendered. Payments shall be directed to: Austen Michaels, Deputy Director of Fiscal Services. As to the fiscal year beginning July 1, 2019, all quarterly payments which have not been made prior to the execution of this agreement shall be due and payable upon the execution of this agreement. The City of Southfield may terminate this Contract upon ten (10) days written notice to the City of Lathrup Village upon the City of Lathrup Village's failure to make timely payment of the quarterly payments and other charges as herein required or failure to maintain insurance or similar protection in accordance with Section 13 hereunder.

12. It is understood and agreed by the parties hereto that Southfield and all its agents and personnel, while performing any act under the terms of this Contract, shall be deemed to be acting in a governmental capacity and shall not be liable in damages or otherwise for any personal injury or property damage suffered by any person or persons during such performance.

13. Lathrup Village, agrees that it will indemnify, save harmless, defend, and release Southfield from all actions, proceedings, claims, liabilities and damages arising from or in connection with this Agreement, including, without limitation, any loss or damage to any uninsured property or equipment of Southfield, that it will be responsible for the proper defense of any claim made by any person, firm, or corporation, against Southfield arising from any cause whatsoever in connection with the performance by Southfield of its obligations under this Contract. The City of Southfield shall be named as additional insured or additional protected entity under Lathrup Village insurance policy or other similar protection, which protection to the City of Southfield shall be primary, notwithstanding any protection, whether primary, excess, or contributing, otherwise available to Southfield. Nothing herein contained shall be deemed to prevent the City of Southfield from employing counsel or joining in the defense of any action against it as provided by insurance coverage or otherwise. For purposes of the indemnity provisions herein, the City of Southfield shall be deemed to include the City of Southfield and all employees, officers, and agents thereof. The City of Lathrup Village's insurance coverage or other

similar protection beneficially for the City of Southfield shall be provided to the same extent and limits of coverage as the City of Lathrup Village maintains for its own general liability insurance or similar protection. The City of Lathrup Village shall at all times during the term of this Contract, provide access to the City of Southfield of any and all documents, records, certificates or files relating to the City of Lathrup Village's insurance or other similar protection coverage for purposes of the City of Southfield's inspection and review thereof, and shall provide copies of such documents as shall reasonably be requested by the City of Southfield.

These indemnity/release provisions set forth herein shall survive the termination or expiration of this Contract.

14. It is agreed that in the performance hereunder Southfield is solely providing dispatch services as expressly set forth herein, and that in no manner is Southfield assuming responsibility or liability for the undertaking of any police or other municipal function or related discretionary activities on behalf of Lathrup Village. Lathrup Village shall be solely responsible and liable for the performance of all municipal and police functions, responsibilities and discretionary activities, in response to information dispatched by Southfield pursuant to the terms of this Agreement.

15. Each party shall carry full Michigan Workers' Compensation insurance for all of their respective employees, and neither party shall be liable to the other for any injuries, accidents, or damages occurring to or sustained by their respective employees.

16. This Contract shall be effective and continue in effect for the period from July 1, 2019~~7~~, to June 30, 2020~~19~~ and thereafter from July 1, 2020 through June 30, 2021, until and unless otherwise terminated by written notice as herein set forth. Provided, however, the indemnity provisions contained herein shall survive any termination or expiration of this Contract, with respect to claims, demands and/or lawsuits instituted against the City of Southfield, its officers, agents or employees, subsequent to such termination or expiration of the Contract. Notice required hereunder shall be conclusively presumed to have been served when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the then municipal office of the party upon whom notice is being served.

17. For purposes of this Agreement, the relationship of Southfield to Lathrup Village shall continue to be that of an independent contractor. No liability or benefits, such as workers compensation; or pension rights or liabilities; arising out of a contract for hire or an employer/employee relationship, shall arise or accrue against Southfield as a result of the performance of this Agreement by Southfield.

18. Southfield may terminate this Contract for cause on five (5) days written notice in the event Lathrup Village shall default in performance of its obligations hereunder and fail to cure such default within ten (10) days of notification of such default by Southfield.

19. The parties to this Contract agree that they, and any sub-contractors who may exist in the future, shall not discriminate against any employee or applicant for employment who

performs any services under this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment, or as to any matter directly or indirectly related to such employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this covenant shall be regarded as a material breach of the Contract.

20. Both parties to this Contract agree that there shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, marital status, family status, height, weight, sexual orientation, gender identity, or age. This provision shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

21. No failure by the City of Southfield to insist upon strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Contract, but each and every covenant, agreement, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

22. If any provision of this Contract or application thereof to any person or circumstance shall, to any extent, become invalid or unenforceable, the remainder of the Contract, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

23. This instrument contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither party, nor either party's agents have made any representation except as expressly set forth herein, and no rights or remedies are or shall be acquired by the other party by implication or otherwise unless expressly set forth herein.

24. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

25. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason or strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, riots, insurrection, war, or other reason of a similar or dissimilar nature, not the direct fault of the party delayed in performing hereunder, then the performance of such acts shall be excused for the period of the delay.

26. This Contract shall not be assigned without the prior written agreement of both parties.

27. Upon the default by the City of Southfield in the performance of its obligations hereunder, the City of Lathrup Village shall notify the City of Southfield in writing specifying the nature of the claimed default. The City of Southfield shall have not more than thirty (30) days from receipt of the written notice to cure the default. Upon the failure of the City of Southfield to timely cure such default, the City of Lathrup Village may terminate this Contract upon providing not less than ten (10) days written notice to the City of Southfield.

IN WITNESS WHEREOF, the parties have, by their duly authorized officers, hereunto set their hands the day and year first above written.

CITY OF LATHRUP VILLAGE

CITY OF SOUTHFIELD

BY: _____
Frank Brock, Mayor

BY: _____
Kenson J. Siver, Mayor

BY: _____
Dr. Sheryl L. Mitchell, City Administrator

BY: _____
Yvette Talley, City Clerk

BY: _____
Sherikia L. Hawkins, City Clerk

CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE
FIRE PROTECTION SERVICES CONTRACT

THIS AGREEMENT is made this ____ day of _____, ~~2017~~2019, by and between the City of Southfield, a Michigan municipal corporation, and the City of Lathrup Village, a Michigan municipal corporation.

WITNESSETH:

WHEREAS, the City of Lathrup Village does not have the necessary facilities except for water, water mains and fire hydrants, to provide fire protection services to the persons and property located within its city limits; and

WHEREAS, the City of Southfield is possessed of fire-fighting equipment and personnel adequate to serve the needs of the City of Lathrup Village; and

WHEREAS, the City of Lathrup Village is desirous of purchasing fire protection services from the City of Southfield and the latter is agreeable to furnishing such services upon the terms and under the conditions herein stated; and

WHEREAS, the City of Southfield and the City of Lathrup Village are legally authorized to enter into an Inter-Municipal contract involving the provision of fire protection services by the City of Southfield to the City of Lathrup Village pursuant to the law of the State of Michigan, to wit: Art. VII, Section 28 of the Michigan Constitution of 1963, and Public Act No. 236 of 1967, as amended, (MSA 5.3323(1), et seq.; MCL 123.811, et seq.) and Public Act No. 35 of 1951 (MSA 5.4081, et seq.; MCL 124.1, et seq.);

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. The City of Southfield agrees that it will provide fire protection services ~~for the property and residents of the City of Lathrup Village beginning July 1, 2017, and for so long thereafter as this Contract shall remain in effect, and~~ commencing July 1, 2019 through June 30, 2020 and that this Contract can be extended for an additional one (1) year period through June 30, 2021 at the option of the City. During these time periods, and during all times that the instant Contract is in full force and effect, the City of Lathrup Village agrees to purchase such fire services, subject to all of the terms, conditions and qualifications ~~herein~~-set forth herein.

2. It is the intention of the parties hereto that the fire protection services be rendered by the City of Southfield to the City of Lathrup Village and that ~~theysaid services~~ shall be equivalent to the services rendered by the City of Southfield to the property located therein, to the owners thereof, and to its residents. The services to be rendered shall include the services of the City of Southfield's Life Support Unit, and other similar services, as well as actual fire-fighting. Notwithstanding anything contained in this Contract to the contrary, the responsibility of the City of Southfield to the City of Lathrup Village or to any resident thereof, or property therein, shall not be any greater than the responsibility of the City of Southfield to its own residents and property. No failure on the part of the City of Southfield to fulfill any part of this Contract shall give rise to

any claim for redress unless such non-performance would have given rise to a valid claim if the occurrence had taken place within the city limits of the City of Southfield.

3. The City of Lathrup Village agrees that in the event the City of Southfield shall be unable to respond to any call for fire protective services or the services of the Life Support Unit because of the prior commitment of its equipment and personnel, or if for any reason beyond its control, the City of Southfield shall be unable to reach the scene of a fire, or if there shall be any failure of communication or error therein which is beyond the control of the City of Southfield and which prevents or delays an arrival of fire equipment where or when it is needed, there shall be no liability of any kind or nature on the part of the City of Southfield.

4. It is understood and agreed by the parties hereto that the City of Southfield and all its agents and personnel, while performing any act under the terms of this Contract, shall be deemed to be acting in a governmental capacity and shall not be liable in damages or otherwise for any personal injury or property damage suffered by any person or persons during such performance as provided by law.

5. The City of Lathrup Village, agrees that it will indemnify, save harmless, defend, and release the City of Southfield from all actions, proceedings, claims, liabilities and damages arising from or in connection with this Agreement, ~~including~~ without limitation, for any loss or damage to any uninsured property or any fire related equipment of the City of Southfield, incurred in connection with the performance of this Contract, including, by way of example and not limited to, damage to Southfield fire trucks, pumpers and Southfield fire equipment damaged due to lack of maintenance of City of Lathrup Village equipment and/or property. The City of Lathrup Village further agrees that it will be responsible for the proper defense of any ~~claim~~ and all claims made by any person, firm, or corporation, against the City of Southfield arising from any cause whatsoever in connection with the performance ~~by the City of Southfield of its~~ obligations under of this Contract by the City of Southfield within the ~~limits of the~~ City of Lathrup Village. The City of Southfield shall be named as additional insured or additional protected entity under the City of Lathrup Village insurance policy or other similar protection, which protection to the City of Southfield shall be primary, notwithstanding any protection, whether primary, excess, or contributing, otherwise available to the City of Southfield. In the event any claims, actions, proceedings, liabilities, or damages occur or arise outside the corporate limits of the City of Lathrup Village while the City of Southfield is performing its obligations pursuant to this Contract, the City of Lathrup Village agrees that it will indemnify, save harmless, and defend the City of Southfield, for any and all liability therefrom, including, without limitation, any loss or damage to any uninsured property or equipment of the City of Southfield, to the extent of coverage to the City of Southfield by virtue of the City of Southfield's inclusion as a protected entity within the insurance policy or other similar protection of the City of Lathrup Village. The City of Lathrup Village shall pay all deductibles associated with such insurance coverage or other similar protection. The City of Lathrup Village shall pay and shall indemnify the City of Southfield for any deductibles or co-payments charged or assessed by any applicable insurance carrier with respect to the replacement or repair of any fire equipment damaged as a result of or by reason of the City of Southfield's performance under this Contract. Provided, however, the City of Lathrup Village is not precluded from bringing action against the City of Southfield only for the material breach of this Contract by the City of Southfield and the City of Lathrup Village will not be obligated to defend such action or pay any resulting judgment therefrom. Nothing herein contained

shall be deemed to prevent the City of Southfield from employing counsel or joining in the defense of any action against it as provided by insurance coverage or otherwise at its own cost. For purposes of the indemnity provisions herein, the City of Southfield shall be deemed to include the City of Southfield and all employees, officers, and agents thereof. The City of Lathrup Village's insurance coverage or other similar protection beneficially for the City of Southfield shall be provided to the same extent and limits of coverage as the City of Lathrup Village maintains for its own general liability insurance or similar protection. The City of Lathrup Village shall at all times during the term of this Contract, provide access to the City of Southfield of any and all documents, records, certificates or files relating to the City of Lathrup Village's insurance or other similar protection coverage for purposes of the City of Southfield's inspection and review thereof, and shall provide copies of such documents as shall reasonably be requested by the City of Southfield.

These indemnity/release provisions set forth herein shall survive the termination or expiration of this Contract.

6. It is agreed that when any fire or other apparatus or personnel from the City of Southfield responds to any call for service within the City of Lathrup Village, all of the fire equipment and all of the members of the City of Southfield Fire Department shall be under the exclusive command of the senior officer of the City of Southfield Fire Department then present, and no person or officer of the City of Lathrup Village shall have any supervisory or disciplinary control whatsoever with respect to such fire or other apparatus and personnel.

7. It shall be the responsibility of the City of Lathrup Village to provide and maintain adequate water mains, fire hydrants, water supply, water pressure, roads, alleys, routes of access and traffic control as may be necessary and reasonably convenient for the proper performance by the City of Southfield of its obligations under this Contract. No failure of any one of the foregoing items shall be the responsibility of the City of Southfield or its personnel or agents. It is further agreed that the City of Southfield shall inspect, test and pump out the fire hydrants of the City of Lathrup Village and any defect or impairment in the fire hydrants discovered shall be reported in writing immediately to the City of Lathrup Village which shall be solely responsible for repairing and correcting all such defects or impairments.

8. In connection with the performance of this Contract, the City of Southfield shall provide same type of fire inspection and fire prevention service as is rendered to the property and residents of the City of Southfield, including fire inspection of new buildings. The City of Southfield shall render to the City of Lathrup Village an annual report of its total fire activities, also showing those occurring in the City of Lathrup Village, and shall monthly submit a report of all fire and rescue incidents occurring in the City of Lathrup Village and handled by the City of Southfield Fire Department during the previous month.

9. In connection with the performance of this Contract, it shall be the responsibility of the City of Lathrup Village to notify the City of Southfield of all new businesses and their locations within thirty (30) days after a new business has opened its doors for business operations.

~~9.10.~~ In consideration of the performance of the City of Southfield of the foregoing obligations, the City of Lathrup Village shall pay to the City of Southfield for the period of this

agreement; the annual sum of ~~\$596,401.00~~614,412.30 for the period of July 1, ~~2017~~2019 through June 30, ~~2018~~2020; and the annual sum of ~~\$602,365.00~~626,700.55 for the period of July 1, ~~2018~~2020 through June 30, ~~2019~~2021. It is understood and agreed, however, in the event that an arbitration or other third party compulsory award is rendered against the City of Southfield with respect to wages or rates of compensation to be paid by the employees and personnel of the City of Southfield Fire Department, the above rate of compensation will be further adjusted and increased to reflect such increased costs to the City of Southfield. The annual sum as set forth above, shall be divided into equal quarters and each such quarterly payment shall be due on or before July 1, October 1, January 1, and April 1, in advance of the period within which the services are rendered. Payments shall be directed to: Austen Michaels, Deputy Director of Fiscal Services. As to the first fiscal year beginning July 1, ~~2017~~2019, all quarterly payments which have not been made prior to the execution of this Agreement shall be due and payable upon the execution of this Agreement. In addition to the foregoing charges, the City of Lathrup Village shall pay to the City of Southfield any increased cost for insurance for the protection of the personnel of the Fire Department which may be assessed by any insurance company for the City by virtue of the fact that such fire personnel shall be acting outside of the city limits of the City of Southfield pursuant to this Contract. The City of Southfield may terminate this Contract upon ten (10) days notice to the City of Lathrup Village upon the City of Lathrup Village's failure to make timely payment of the quarterly payments and other charges as herein required or failure to maintain insurance or similar protection in accordance with Section 5 hereunder, and after receiving such notice, the City of Lathrup Village shall be allowed to cure the described defect within twenty (20) days from the date of such written notice, and upon the failure of Lathrup Village to cure the defect, the Contract shall then terminate.

~~10.~~11. Each party shall carry full Michigan Workers' Compensation insurance for all of their respective employees, and neither party shall be liable to the other for any injuries, accidents, or damages occurring to or sustained by their respective employees.

~~11.~~12. This Contract shall be effective and continue in effect for the period from July 1, ~~2017~~2019, to June 30, ~~2019~~2020 and thereafter from July 1, 2020 to June 30, 2021, until and unless otherwise terminated by written notice as herein set forth. Except as provided in Section 910 herein, the Fire Protection Services provided in this Agreement shall continue to be provided by Southfield to Lathrup Village beyond the expiration date as provided herein, until either party has provided the other with a prior ninety (90) day written notice of termination of this Agreement; provided, however, the compensation payable to Southfield by Lathrup Village pursuant to Section 910 hereof subsequent to June 30, ~~2019~~2021 shall be increased consistent with the annual increase in the Consumer Price Index for the preceding period. During such extension period all other terms and conditions of this Agreement shall be in full force and effect. Provided, however, the indemnity provisions contained herein shall survive any termination or expiration of this Contract, with respect to claims, demands and/or lawsuits instituted against the City of Southfield, its officers, agents or employees, subsequent to such termination or expiration of the Contract. Notice required hereunder shall be conclusively presumed to have been served when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the then municipal office of the party upon whom notice is being served.

~~12.~~13. Both municipalities understand their mutual need to forecast expenditures well in advance of the adoption of their annual budgets and to pre-plan for anticipated major increases in the cost of services one or more years in advance. To this end, the City of Southfield shall keep the City of Lathrup Village reasonably informed as to any proposals or plans which may involve increasing or decreasing expenditures for fire services as and when they may arise in the future so that the City of Lathrup Village will have reasonable notice of possible increases and a reasonable opportunity to evaluate the end costs to the City.

~~13.~~14. The parties to this Contract agree that they, and any sub-contractors who may exist in the future, shall not discriminate against any employee or applicant for employment who performs any services under this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment, or as to any matter directly or indirectly related to such employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this covenant shall be regarded as a material breach of the Contract.

~~14.~~15. Both parties to this Contract agree that there shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, marital status, height, weight, family status, sexual orientation, gender identity, -or age. This provision shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

~~15.~~16. No failure by either party to insist upon strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Contract, but each and every covenant, agreement, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

~~16.~~17. If any provision of this Contract or application thereof to any person or circumstance shall, to any extent, become invalid or unenforceable, the remainder of the Contract, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

~~17.~~18. This instrument contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither party, nor either party's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the other party by implication or otherwise unless expressly set forth herein.

~~18.~~19. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

~~19.~~20. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason or strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, riots, insurrection, war, or other reason of a similar or dissimilar nature, not the direct fault of the party delayed in performing hereunder, then the performance of such acts shall be excused for the period of the delay.

~~20.~~21. This Contract shall not be assigned without the prior written agreement of both parties.

~~21.~~22. ~~The Due to the fact that street closures impede emergency access, the~~ City of Lathrup Village ~~agrees that prior consultation and approval from~~ the City of Southfield ~~agree that emergency access for public safety vehicles between each city shall be provided at Wiltshire and Catalpa at the east city limits of~~ Fire Department Chief is required before any permanent street closures in the City of Lathrup Village. ~~Suitable locking devices will be installed at these two locations may occur.~~ The City of Lathrup Village further agrees that in the event the normal flow of traffic is impeded by road construction or some other unusual event so that access to Lathrup Village by public safety vehicles is hindered and/or access by public safety vehicles through Lathrup Village to certain sections of the City of Southfield is required, then upon a declaration of an emergency by the Southfield Chief of Police or Chief of the Fire Department, the City of Lathrup Village agrees to remove, immediately upon notification, such barriers as are deemed necessary by the City of Southfield which may at the time be installed at locations bordering the City of Southfield. Such barriers may be reinstated by the City of Lathrup Village at the termination of such emergency.

~~22.~~23. Upon the default by the City of Southfield in the performance of its obligations hereunder, the City of Lathrup Village shall notify the City of Southfield in writing specifying the nature of the claimed default. The City of Southfield shall have not more than thirty (30) days from receipt of the written notice to cure the default. Upon the failure of the City of Southfield to timely cure such default, the City of Lathrup Village may terminate this Contract upon providing not less than ten (10) days written notice to the City of Southfield.

IN WITNESS WHEREOF, the parties have, by their duly authorized officers, hereunto set their hands the day and year first above written.

CITY OF LATHRUP VILLAGE

CITY OF SOUTHFIELD

BY: _____ : _____
BY: _____ : _____
Frank Brock Kelly Garrett, Mayor _____ Kenson J. Siver,
Mayor

BY: _____

BY: _____
Dr. Sheryl L. Mitchell, City Administrator

BY: _____

BY: _____
Gloria Harris Ford _____ Nancy L.M. Banks BY: _____

BY: _____
Yvette Talley, City Clerk

BY: _____
Sherikia L. Hawkins, City Clerk