City of Troy

TO: Members of Troy City Council
FROM: Lori Grigg Bluhm , City Attorney
Christopher J. Forsyth, Assistant City Attorney
DATE: February 24, 2011
SUBJECT: Discontinued Services –Animal Control Services

At the February 21, 2011 meeting, the Troy City Council was informed that City Administration would pursue the elimination of animal control services, in response to current budget challenges and as outlined in Option 1. There are a few procedural hurdles that require action before Oakland County can assume the job of providing animal control services in the City of Troy.

First, the City of Troy and the City of Clawson have an inter-local agreement, signed in 2005, which must be modified to relieve the City of Troy from performing animal control services for the City of Clawson. Under this Agreement, the Troy Police Department agreed to provide animal control services, lock up services, and dispatch services to the City of Clawson, in exchange for compensation. The terms of this Agreement allow for any one of the services to be discontinued, upon 90 days written notice.

The Troy Police Department has discussed the animal control portion of the Agreement with the Clawson Police Department. Upon information and belief, Clawson is also interested in having Oakland County perform its animal control services as well. However, absent an amendment to the inter-local agreement, there would be a 90 day delay in terminating this portion of the Agreement.

We have prepared a proposed amendment to the inter-local agreement between the City of Troy and the City of Clawson, reducing the 90 day advanced notice period to seven days for animal control services only. If City Council approves this proposed revision to the inter-local agreement, then Clawson could act on the proposed amendment at its March 1, 2011 meeting. City Council could take action to terminate animal control services at its next meeting on March 21, 2011.

City Administration is also preparing an inter-local agreement with Oakland County and drafting proposed ordinance revisions, which will be introduced at the March 21, 2011 Troy City Council meeting for action, with the goal of having Oakland County assume all animal control services, including dog licensing, as of April 1, 2011.

If you have any questions concerning the above, please let us know.

AMENDMENT TO CITY OF TROY AND CITY OF CLAWSON LOCKUP, DISPATCH AND ANIMAL CONTROL SERVICES AGREEMENT

This amendment is entered into between the CITY OF TROY, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, (hereinafter "TROY") and the CITY OF CLAWSON, a Michigan Municipal Corporation, whose address is 425 North Main Street, Clawson, Michigan 48017, (hereinafter "CLAWSON").

WHEREAS, TROY and CLAWSON are authorized separately by law to provide police, fire and animal control protection for residents of their respective cities; and

WHEREAS, cities may enter into agreements pursuant to the Urban Cooperation Act of 1967, MCL 124.501, et. seq., to provide interlocal use of facilities and/or services which each city has the power or authority to provide separately; and

WHEREAS, TROY and CLAWSON entered into an agreement entitled CITY OF TROY AND CITY OF CLAWSON LOCKUP, DISPATCH AND ANIMAL CONTROL SERVICES AGREEMENT (herein referred to as "the Agreement") on October 17, 2005, in which TROY agreed to provide lockup facilities and police personnel and police communication and dispatch services for police, fire, ambulance, EMT and animal control services for Clawson; and

WHEREAS, both TROY and CLAWSON have expressed an interest in deferring to Oakland County for animal control services, as allowed under state

statute, and desire for that change to occur in the respective communities as soon as possible;

WHEREAS, pursuant to the Agreement, cancellation of any of the services covered under the Agreement would require at least 90 days written notice of cancellation, as provided in Paragraph 11 of the Agreement; and

WHEREAS, the 90 day notice requirement would inhibit TROY AND CLAWSON's ability to allow Oakland County to quickly assume animal control services in their respective communities.

NOW, THEREFORE, in consideration of the above recitals, TROY AND CLAWSON agree to the following modification of the CITY OF TROY AND CITY OF CLAWSON LOCKUP, DISPATCH AND ANIMAL CONTROL SERVICES AGREEMENT:

1. Paragraph 11 of the Agreement is modified as set forth below:

11. <u>CANCELLATION</u>. Subject to Paragraph 12, this Agreement shall become effective on the date of the last signature hereon and immediately forwarded to the Secretary of State for filing, and shall remain in effect continuously until it is cancelled by either party. Either CLAWSON or TROY may cancel this Agreement, for any reason (including the convenience of any party), and without any penalty, by delivering a written notice of cancellation of this Agreement to the Chief of Police of the other party's police department. Such written notice shall provide at least a ninety (90) calendar days notice of the effective date of cancellation, and such cancellation of this Agreement shall be effective at 11:59 P.M. on the

last calendar day of the calendar month following the expiration of the 90 calendar day notice period. There are 3 different services for fees established by this Agreement: 1. lockup facility and police services, 2. police dispatch services for police, fire, ambulance and EMT, and 3. services for animal control officers. Therefore, CLAWSON or TROY may cancel one of the services for fee of this Agreement with the intention that the remaining services for fee shall remain in effect. For example, CLAWSON may cancel service for animal control officers but retain the service for fee for lockup facility and police personnel services and police dispatch of police, fire, ambulance and EMT. Except for animal control services, t~~T~~he notice requirements of this Paragraph shall apply to a cancellation of one of the services for fee under this Agreement. The animal control services portion of the Agreement can be cancelled by either party with seven (7) calendar days advanced written notice.

2. Except as otherwise stated in this Amendment, the Agreement shall remain in full force and effect, and to the extent there is a conflict between the terms of the Agreement and the terms of this Amendment, the terms and provisions of this Amendment shall govern and control.

3. This Amendment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Amendment may be delivered between the parties via telecopy (facsimile) or electronic mail.

IN WITNESS WHEREOF, We, the Mayor and City Clerk for the CITY OF CLAWSON, hereby acknowledge that we have been authorized by resolution of the CLAWSON CITY COUNCIL, a certified copy of which is attached, to execute this Amendment to the Agreement on behalf of the CITY OF CLAWSON and hereby accept and bind the CITY OF CLAWSON to the terms and conditions of this Amendment.

CITY OF CLAWSON

WITNESSES:

_____ _____

BY:
MAYOR

_____ _____

BY:
CITY CLERK

DATED:_____

IN WITNESS WHEREOF, We, the Mayor and the City Clerk, CITY OF TROY, hereby acknowledge that we have been authorized by resolution of the TROY CITY COUNCIL, a certified copy of which is attached, to execute this Amendment on behalf of the CITY OF TROY and hereby accept and bind the CITY OF TROY to the terms and conditions of this Amendment.

CITY OF TROY

WITNESSES:

_____

_____
BY: Louise E. Schilling
MAYOR

_____

_____
BY: Tonni Bartholomew
CITY CLERK

DATED:_____