

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

Date: September 13, 2023

To: Mayor Garrett and City Council Members

From: Pamela Bratschi, Interim City Administrator/Treasurer

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

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

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

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

Suggested Motion:

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

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

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

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

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

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

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

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

4. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of Lathrup Village or Ferndale.
5. Absent a written waiver, no act, failure or delay by either Lathrup Village or Ferndale to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Lathrup Village or Ferndale shall subsequently affect its right to require strict performance of this Agreement.
6. Nothing contained herein shall be construed to make the employees of either party the employees of the other or to render either party liable for such other party's debts or obligations.
7. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
8. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
9. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the clerk of the respective party. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery services or personal delivery; or (3) three days after mailing first class or certified mail.
10. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the 6<sup>th</sup> Judicial Circuit Court of the State of Michigan and venue is acknowledged as proper in the court set forth above.

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

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

City of Lathrup Village,  
a Michigan Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

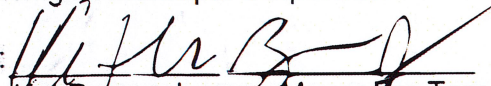
Dated: \_\_\_\_\_

By: \_\_\_\_\_

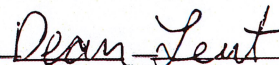
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

City of Ferndale,  
a Michigan Municipal Corporation

By:   
Kat Bruner James, Mayor Pro Tem

Dated: 9-11-23

By:   
Dean Lent, City Clerk

Dated: 9/11/2023

**Exhibit 1**

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