

**INTERLOCAL AGREEMENT  
BETWEEN  
SHELBY TOWNSHIP AND  
THE CITY OF ROCHESTER HILLS  
FOR PLAN REVIEW AND INSPECTION SERVICES**

The Interlocal Agreement (the "Agreement") is made and entered into on \_\_\_\_\_, 2009, between the City of Rochester Hills (hereinafter referred to as "Rochester Hills") and Shelby Township (hereinafter referred to as "Shelby").

**WHEREAS**, the State of Michigan "Still-Derossett-Hale Single State Construction Code Act," Act 230 of 1972, establishes regulations, through the Michigan Building Code, for building construction and safety.

**WHEREAS**, the State of Michigan "Building Officials and Inspectors Registration Act," Act 54 of 1986 ("Act 54"), establishes regulations for the registration of building officials, plan reviewers and inspectors.

**WHEREAS**, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et seq. ("Act 7"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately;

**WHEREAS**, Rochester Hills and Shelby have qualified, Act 54 registered plan reviewers and inspectors available to perform plan reviews and inspections, and Rochester Hills and Shelby have a mutual need for these services

**WHEREAS**, this service will further the public health, safety, and welfare, and promote efficiency and effectiveness of local governments;

**THEREFORE**, for mutual consideration hereinafter stated, Rochester Hills and Shelby agree as follows:

**I.  
COMMENCEMENT DATE**

The commencement date of this Agreement shall be \_\_\_\_\_, 2009.

**II.  
TERM**

The initial term of this Agreement shall be a twelve (12) calendar month period beginning on the commencement date of the Agreement, and ending on \_\_\_\_\_. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be extended or renewed, unless terminated earlier by either Rochester Hills or Shelby as set forth in Article V, below.

**III.  
SCOPE OF SERVICES**

Rochester Hills and Shelby agree to assist each other in providing plan review and inspection services subject to the following conditions:

- A. The building officials for each community shall coordinate meetings to establish procedures and policies for the sharing of resources for plan review and inspection services.
- B. Rochester Hills and Shelby shall provide to each other on an “as needed”, “as available” basis, plan reviews or inspections by state registered plan reviewers or inspectors.
- C. Rochester Hills and Shelby shall perform plan reviews or inspections as scheduled and requested by the other party, during normal business hours, subject to the availability of Rochester Hills’ and Shelby’s staff, it being understood and acknowledged by Rochester Hills and Shelby that the plan review and inspection requirements in their respective communities shall take precedence.

**IV.  
PAYMENT**

This is a mutual aid agreement. There will be no compensation required from either party unless the hours of service provided become unbalanced as noted below.

The hours of plan review and inspection services provided as a mutual aid shall be balanced. Each party shall provide and exchange an itemized report to the other every six (6) months indicating the hours of service provided with time increments of no less than one quarter hour. If the hours of service reported by one party exceed the hours provided by the other by more than 50 hours, the party providing any hour of service over 50 shall be compensated by the other at a rate of \$75.00 per hour within thirty (30) days of the reports.

**V.  
TERMINATION**

This Agreement may be terminated at any time, with or without cause, by either party upon giving thirty (30) days advance written notice of termination to the other

party. In the event of such termination by either party, the hours of service shall be evaluated as noted in Section IV through the date of the termination of the agreement. Any compensation owing for unbalanced hours shall be paid.

## **VI. RESERVATION OF RIGHTS, INSURANCE AND LIABILITY ASSURANCES**

No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the acts of Rochester Hills and Shelby and their officials, officers, agents, and employees when performed within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such acts of Rochester Hills and Shelby, and their officials, officers, agents and employees in the other municipality. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided by Section 9 of Act 7 or otherwise under law.

Independent Contractor. Rochester Hills and Shelby agree that at all times and for all purposes under the terms of this Agreement, Rochester Hills relationship to Shelby, and Shelby's relationship to Rochester Hills, shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to Rochester Hills or Shelby as a result of this Agreement. Rochester Hills and Shelby shall retain all authority for the rendition of services, standards of performance, control of personnel and other matters incidental to the performance of services by Rochester Hills or Shelby under this Agreement. Nothing in this Agreement shall make any employee of either community an employee of the other's.

Liability and Indemnification. Rochester Hills and Shelby shall each be solely responsible for the acts and omissions of their own officials, officers, directors, employees, agents, and volunteers, the costs associated with those acts and omissions and the defense thereof. Rochester Hills shall hold harmless, indemnify and defend Shelby and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Rochester Hills or its officials, officers, directors, employees, agents or volunteers. Shelby shall hold harmless, indemnify and defend Rochester Hills and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Shelby or its officials, officers, directors,

employees, agents or volunteers. The provisions of this Article shall survive expiration or termination of this Agreement.

Insurance. Each Party shall be responsible for maintaining liability insurance covering its activities as they relate to this Agreement.

## **VII. MISCELLANEOUS**

Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement and approval of the governing bodies of Rochester Hills and Shelby.

Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

No Implied Waiver. Absent a written waiver, no failure or delay by a party 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 Party shall subsequently affect its rights to require strict performance of this Agreement.

Notices. 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 to the person appointed to the governing board by the governing body of the participating agency.

Assignment and Delegation. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior, mutual written consent of both parties.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, this Agreement shall not be construed more favorably for one party over the other, and the doctrine of construction against the drafter shall not apply.

No Third Party Beneficiaries. The parties do not intend to confer third party beneficiary status on any non-party to this Agreement.

Contacts. Concerning matters associated with this Agreement, the primary contact person for Rochester Hills shall be \_\_\_\_\_, and the primary contact person for Shelby shall be \_\_\_\_\_.

## **VIII. REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder.

City of Rochester Hills

By: \_\_\_\_\_  
Bryan K. Barnett  
Mayor

Date: \_\_\_\_\_

Shelby Township

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

Date: \_\_\_\_\_