

**SEVERE WEATHER WARNING SYSTEM INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF ROCHESTER HILLS**

This Interlocal Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 ("Municipality"). In this Agreement, the County and the Municipality may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the County and the Municipality enter into this Agreement for the purpose of adding the Municipality to the County's outdoor warning system.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such Claim is brought in law or equity, tort, contract, or otherwise.
 - 1.2. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, any and all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors.
 - 1.3. **Municipality** means City of Rochester Hills, a Constitutional Corporation including, but not limited to, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members,

council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors.

2. **COUNTY RESPONSIBILITIES.** Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the County shall provide the following:
 - 2.1. Install two (2) sirens within the Municipality at the location(s) designated by the Municipality.
 - 2.2. Provide for maintenance of the siren(s).
 - 2.3. Provide for electrical costs of the siren(s).
3. **MUNICIPALITY'S RESPONSIBILITIES.** Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the Municipality shall provide the following:
 - 3.1 Pay thirty-one thousand, five-hundred dollars (\$31,500) for the installation of the sirens. Payment is to be made within thirty (30) days after installation of the sirens.
 - 3.2 Provide operational status reporting during the first Saturday of the month siren test (March through November).
 - 3.3 Bear all costs associated with any siren relocation.
 - 3.4 Municipality acknowledges that the County will retain ownership of the sirens.
 - 3.5 To the maximum extent provided by law, if there is any amount past due under this Agreement, the Licensor has the right to set-off that amount from any amount due to the Municipality from the Licensor, including, but not limited to distributions from the Delinquent Tax Revolving Fund.
4. **DURATION OF INTERLOCAL AGREEMENT.**
 - 4.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed with the Clerk of each County where the Parties are located. The Agreement shall be filed with the Secretary of State of the State of Michigan pursuant to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.
 - 4.2. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 10.
5. **ASSURANCES.**
 - 5.1. Each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts.
6. **TERMINATION OR CANCELLATION OF AGREEMENT.**
 - 6.1. Either Party may terminate or cancel this Agreement for any reason upon thirty (30) days notice before the effective date of termination or cancellation. The effective date for termination or cancellation shall be clearly stated in the notice.
 - 6.2. The Parties shall not be obligated to pay a cancellation or termination fee, if this Agreement is cancelled or terminated as provided herein.

7. **SUSPENSION OF SERVICES**. Upon notice to the Municipality, the County may immediately suspend this Agreement or the Municipality's participation in the outdoor warning system, if the Municipality has failed to reasonably comply, within the County's discretion, with federal, state, or local law, or any requirements contained in this Agreement. The right to suspend services is in addition to the right to terminate or cancel this Agreement contained in Section 10. The County shall incur no penalty, expense, or liability if services are suspended under this Section.
8. **NO THIRD PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or Municipality.
9. **COMPLIANCE WITH LAWS**. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this Agreement, and properly promulgated amendments to those Exhibits.
10. **DISCRIMINATION**. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
11. **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.
12. **RESERVATION OF RIGHTS**. 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 the Parties.
13. **FORCE MAJEURE**. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
14. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.

15. **NO IMPLIED WAIVER**. Absent a written waiver, no act, 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 effect its right to require strict performance of this Agreement.
16. **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, conditions, and provisions of this Agreement shall remain in full force.
17. **CAPTIONS**. 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.
18. **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, and addressed to the person listed below. 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 service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 18.1. If Notice is sent to the County, it shall be addressed and sent to:
Oakland County Emergency Response & Preparedness, 1200 N. Telegraph, County Service Center, Pontiac, Michigan 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Building 12 East Pontiac, Michigan 48341.
- 18.2 If Notice is sent to the Municipality, it shall be addressed to: The Chief Elected Official of the Municipality at the address listed on the first page of this Agreement.
- 18.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
19. **GOVERNING LAW/CONSENT TO JURISDICTION**. 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 Sixth Judicial Circuit Court of the State of Michigan, the Fifth District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court.
20. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the

same persons who signed the Agreement or other persons as authorized by the Parties' governing body.

21. **ENTIRE AGREEMENT**. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supercedes all other oral or written Agreements between the Parties including previous siren purchase agreements. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

Authorized Agent of Municipality

County Executive

Date