

INTERLOCAL SERVICE AGREEMENT
BETWEEN CITY OF AUBURN HILLS AND CITY OF ROCHESTER HILLS
FOR EMERGENCY WATER INTERCONNECTIONS

This Interlocal Service Agreement is entered into on _____, 2015 between the City of Rochester Hills, a Michigan municipal corporation, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 (hereinafter "ROCHESTER HILLS") and the City of Auburn Hills, a Michigan municipal corporation, 1827 N. Squirrel Road, Auburn Hills, MI 48326 (hereinafter "AUBURN HILLS"), together referred to as the "PARTIES" or individually as "PARTY."

RECITALS

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

WHEREAS, ROCHESTER HILLS and AUBURN HILLS, as neighboring local governments, desire to enter into this agreement outlining the terms upon which each PARTY will furnish water to the other in times of an emergency resulting in reduced availability of normal water supply; and

WHEREAS, both PARTIES deem it to be in their best interests to make this provision for augmenting water supplies if such an emergency need should arise;

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, it is agreed:

1. For the purposes of this Agreement, "emergency" is defined as a situation or set of facts, not exceeding thirty (30) days in duration that would lead a reasonable person to conclude the condition of a PARTY'S water distribution system presents a serious and imminent threat to public health or safety.
2. In the event of an emergency, the party in need of water shall promptly undertake all necessary and available steps to alleviate the emergency.
3. In the event one PARTY suffers a failure or other emergency within its public water system of one PARTY, and the other PARTY's system has water available that is over and above what it needs to meet the demands of its customers within its own water service area, then the PARTY with the excess water available will provide potable water to the PARTY with the failed system to the maximum extent feasible; provided, however, that the obligation of a PARTY under this Agreement to provide emergency water supply to the other shall not limit or restrict or take priority over that PARTY'S ability, in that PARTY'S sole judgment, to meet the water supply demands of its own customers or to provide for the safety, health and welfare of persons and property within its jurisdiction at any time.

4. Water supplied under this Agreement shall be delivered to, and received from interconnecting facilities, hereinafter referred to as "The Interconnections," as shown in Exhibit 1 of this Agreement.

5. Water provided by ROCHESTER HILLS and AUBURN HILLS under the provisions of this Agreement shall be only that water needed to provide temporary assistance in the event of an emergency need for water beyond that available in the requesting Party's own system. The provision of emergency water shall be subject to the following conditions:

a. A PARTY shall immediately notify the other of its need to receive water on an emergency basis. Each PARTY shall designate a member of its staff who shall receive all requests from the other PARTY, and who shall have the authority to approve or disapprove requests.

b. Each PARTY shall have a representative available at the interconnections during the day of the event in order to open and close the operating valve to allow for the flow transfer. Each PARTY shall be allowed to operate the valve if a representative is not available.

6. A situation which lasts longer than thirty (30) days shall no longer be considered an "emergency," and the provision of water subsequently shall require further discussions as to the length of time and amount of water which will be needed, and an agreement as to the scope and timing of remedial measures which will be taken to end the "emergency."

7. Each of the two valves on the common boundaries shall be kept locked, with each Municipality controlling the valve within its boundary, but the water shall be made available for use in case of an emergency or other unusual circumstances, for a short period of time, with the understanding that the interconnection shall not be used on an ongoing basis or for an extended period of time. In situations where one Municipality's emergency may cause the other Municipality to seriously compromise their system by opening the valves, the valves will remain closed. Upon confirmation that an emergency situation of one Municipality will not seriously affect the other, the procedures outlined within this agreement will be followed. No meter shall be installed, and if there is water used by one Municipality or the other on an emergency basis or due to unusual circumstances, the Municipality using the other Municipality's water shall estimate the water usage by use of past records for the property(ies) which is (are) served by the water from the other Municipality. Written documentation of the estimate shall be provided to the Municipality providing the water, within thirty (30) days and that Municipality shall have access to the records of the other Municipality to verify the estimate. The rates charged to the Municipality using the water shall be the rates charged to similar customers within the Municipality providing the water, and the charges shall be paid within twenty (20) days of receipt of a bill for the water.

8. This Agreement shall remain in full force and effect until terminated by either PARTY. Either PARTY may terminate this Agreement for any reason or for convenience after providing sixty (60) days advance written notice of its intent to terminate.

9. In the event any condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other condition or provision herein contained, provided that the invalidity of any such condition or provision does not materially prejudice either party in its respective rights and obligations contained in the remaining valid conditions or provisions of this Agreement.

10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth.

CITY OF AUBURN HILLS

CITY OF ROCHESTER HILLS

By: _____
Thomas A. Tanghe, City Manager

By: _____
Bryan K. Barnett, Mayor

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Thomas A. Tanghe, City Manager of the City of Auburn Hills, on behalf of the City.

Notary Public
Oakland County, Michigan
My commission expires:

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Bryan K. Barnett, Mayor of the City of Rochester Hills, on behalf of the City.

Notary Public
Oakland County, Michigan
My commission expires: