

OAKLAND COUNTY INCIDENT MANAGEMENT TEAM
Interlocal Agreement between Oakland County and City of Rochester Hills

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Rochester Hills located at 1000 Rochester Hills Dr. Rochester Hills, MI 48309 ("Participating Agency"). County and Participating Agency may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT

Pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, the County and the Participating Agency enter into this Agreement for the purpose of delineating the Parties' roles and responsibilities for their participation in the Oakland County Incident Management Team ("OCIMT") under the direction and supervision of the Oakland County Emergency Management Division ("Emergency Management Division").

The Parties understand that the OCIMT is an all-hazard approach to managing incidents or supporting Unified Commands with personnel trained and qualified in the National Incident Management System ("NIMS"), Incident Command System ("ICS"), and specific ICS positions. The OCIMT will provide support to an Incident Commander by performing ICS functions as required by the incident kind, type, and complexity. The goal is to work together to implement and achieve the NIMS Implementation Objectives of Command and Management at the scene of an incident/emergency, disaster, or catastrophe.

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, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Participating Agency, or for which County or Participating Agency may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- e. **Participating Agency** means the City of Rochester Hills including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- f. **Participating Agency Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Participating Agency, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above. "Participating Agency Employee" shall also include any person who was a Participating Agency Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

2. **PARTICIPATING AGENCY'S RESPONSIBILITIES.** Subject to the terms and conditions of this Agreement and applicable changes in law, the Participating Agency shall provide at least one Participating Agency Employee for membership in the OCIMT ("Participating Member"). All costs associated with employment, including, but not limited to wages, salary, overtime, benefits, local, state and federal taxes associated with employment, and Worker's Compensation Coverage, shall be the sole responsibility of the Participating Agency. The Participating Agency further understands and agrees that all Participating Members shall:

- a. Complete an application for membership and any other paperwork to be determined by the Emergency Management Division. It is within the sole discretion of the Emergency Management Division whether any Participating Agency's Employee shall become and remain a Participating Member. Participating Agency and Participating Member understand that if accepted to serve as a member of the OCIMT, the Participating Member may be deployed for a period of up to fourteen (14) Days. The length of deployment will depend on the incident type, but the Participating Agency must anticipate the maximum duration.
- b. Comply with all of the OCIMT's policies and procedures.
- c. Attend and successfully complete the following training:
 - i. NIMS ICS-100, 200, 700, and 800 (pre-requisites for OCIMT membership).
 - ii. NIMS IS-300 and 400 (pre-requisites for OCIMT membership).
 - iii. Command and General Staff Functions for Local IMT.

- iv. Position specific training, which will include classroom instruction, exercises, field experience, and completion of Position Task Books.
 - v. Any other training to be determined by the OCIMT.
 - d. Maintain annual continuing education requirements.
 - e. Maintain the ability to respond, when activated, for exercise or deployment within a time frame determined by the OCIMT.
 - f. Attend and participate in activation drills, whether deployed or not, for readiness assessment.
 - g. Not suffer any loss of pay, rank, leave time, or opportunity by the Participating Agency while participating in any training, deployment, drill, and/or exercise required by the OCIMT.
3. **PARTICIPATING AGENCY'S INSURANCE REQUIREMENTS.** The Participating Agency shall have adequate insurance coverage to protect it from any Claims arising under or related to this Agreement and its participation in the OCIMT.
4. **COUNTY'S RESPONSIBILITIES.**
- a. The County shall provide reimbursement to the Participating Agency in accordance with Section 6.
 - b. The County shall provide the Participating Agency with a copy of the OCIMT's policies and procedures.
5. **SCOPE OF AUTHORITY.** The OCIMT will provide support to an Agency having Jurisdiction (AHJ) during an incident/emergency, disaster, or catastrophe. However, the OCIMT will not take over the incident command and management from the AHJ, unless the OCIMT receives a Delegation of Authority from the AHJ.
6. **REIMBURSEMENT.**
- a. Reimbursement is not guaranteed and is contingent upon the County receiving reimbursement to pass through to the Participating Agency.
 - b. Any reimbursement shall be consistent with the Michigan Emergency Management Act (MCL 30.401 *et seq.*) and any existing mutual aid agreements, including the Michigan Emergency Mutual Aid Compact (Intrastate) and/or the Emergency Management Mutual Aid Compact (Interstate). If there is a Presidential Disaster Declaration for an incident/emergency, disaster, or catastrophe and the OCIMT is deployed, then the County may seek reimbursement in accordance with Federal Emergency Management Agency reimbursement policies.
 - c. If the Participating Agency has not executed a mutual aid agreement, then any reimbursement to the Participating Agency shall be made pursuant to the written procedures and policies established by the Director of the Emergency Management & Homeland Security Department, which may be amended from time to time in the sole discretion of the Director, upon written notice to the Participating Agency.
 - d. All reimbursement requests shall be supported by adequate documentation, as determined by the Emergency Management Division.

7. **OVERSIGHT.** The Oakland County Grant Allocation Committee (“GAC”) is comprised of representatives from local response agencies, organizations, and special operations teams that receive grant funding. GAC will provide recommendations and counsel regarding the direction and operation of the OCIMT.
8. **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.
9. **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 of its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate, or governmental authorization to the requesting Party.
10. **DURATION OF INTERLOCAL AGREEMENT.**
 - a. 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 in accordance with MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered into the official minutes of the governing body of each Party.
 - b. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 13.
11. **ASSURANCES.**
 - a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this Agreement.
 - b. **Responsibility for Attorney Fees and Costs.** In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
 - c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
 - d. **Authorization and Completion of Agreement.** 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.

12. DISCRIMINATION. The Parties shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

13. TERMINATION OR CANCELLATION OF AGREEMENT.

- a. Either Party may terminate or cancel this Agreement for any reason upon 30 Days written notice before the effective date of termination or cancellation. The effective date for termination or cancellation shall be clearly stated in the notice.
- b. The County may immediately terminate or cancel this Agreement or a Participating Member's membership in the OCIMT, if the Participating Agency or Participating Member failed to comply, within the County's discretion, with federal, state, or local law, or any requirements contained in this Agreement. The County shall incur no penalty, expense, or liability if it terminates or cancels this Agreement in accordance with this Section.

14. AGREEMENT MODIFICATION OR AMENDMENT. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons authorized by the Party's governing body.

15. DELEGATION OR ASSIGNMENT. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. 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. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

17. 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 entity.

18. 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 affect its right to require strict performance of this Agreement.

19. 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.

20. **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. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **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: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three Days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to County, it shall be addressed and sent to: 1200 N. Telegraph Pontiac, MI 48341
 - b. If Notice is sent to Participating Agency, it shall be addressed and sent to: 1000 Rochester Hills Dr. Rochester Hills, MI 48309.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** 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 6th Judicial Circuit Court of the State of Michigan, the 50th 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. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties, and supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. 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.

IN WITNESS WHEREOF, Mayor Bryan Barnett hereby acknowledges that he/she has been authorized by a resolution of the City of Rochester Hills, a certified copy of which is attached, to execute this Agreement on behalf of Participating Agency and hereby accepts and binds Participating Agency to the terms and conditions of this Agreement.

EXECUTED: _____
[Mayor Bryan Barnett, City of Rochester Hills]

DATE: _____

WITNESSED: _____
[insert name, title]

DATE: _____

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____