

**2006 HOMELAND SECURITY GRANT PROGRAM  
INTERLOCAL FUNDING AGREEMENT  
BETWEEN  
OAKLAND COUNTY  
AND  
THE CITY OF ROCHESTER HILLS**

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This Interlocal Funding Agreement ("the Agreement") is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("Fiduciary"), and the City of Rochester Hills, Rochester Hills, Michigan 48307, ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision 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 Fiduciary and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the Fiduciary, the Political Subdivision, and the Region 2 Planning Board regarding the 2006 Homeland Security Grant Program ("Grant Program") and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or overtime with Grant Program funds.

Oakland County, Michigan was elected and appointed Fiduciary for the 2006 Homeland Security Grant Program by Region 2 Planning Board via a resolution dated November 15, 2006.

Oakland County accepted the position of Fiduciary and as a result entered into the 2006 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

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 nonpossessive, shall be defined, read, and interpreted as follows.
  - 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
  - 1.2. **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 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 Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - 1.4. **Fiduciary** means Oakland County, a Constitutional Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons successors.
  - 1.5. **Political Subdivision** means the City of Rochester Hills, including, but not limited to, its Council, Board, any and all of 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.
  - 1.6. **Region** means the area comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. This Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
  - 1.7. **Region 2 Homeland Security Planning Board (“Region 2 Planning Board”)** means the Regional Homeland Security Planning Board for Region 2, as created by the Michigan Homeland Protection Board, and is comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. The Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
  - 1.8. **2006 Homeland Security Grant Program (“Grant Program”)** means the grant program described and explained in Exhibit B which began July 1, 2006 and ends March 31, 2008. The purpose of the Grant Program is to prevent, deter, respond to, and recover from incidents of national significance including, but not limited to, threats and incidents of terrorism.
2. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
    - 2.1. **Exhibit A** – Region 2 Homeland Security Planning Board Resolution; re: 2006 Homeland Security Grant Program Fiduciary;
    - 2.2. **Exhibit B** – 2006 Homeland Security Grant Program Agreement between Fiduciary and the State;
    - 2.3. **Exhibit C** – Transfer of Ownership Agreement/Equipment Receipt and Acceptance; and
    - 2.4. **Exhibit D** – Request for Reimbursement Forms.
3. **FIDUCIARY RESPONSIBILITIES.**
    - 3.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan.
    - 3.2. The Fiduciary shall comply with all requirements set forth in the 2006 Homeland Security Grant Program Guidance.

- 3.3. The Fiduciary shall purchase equipment with the Grant Program funds in accordance with the Fiduciary's purchasing policies and procedures. The Region 2 Planning Board shall determine what type of equipment will be purchased and who shall receive such equipment.
- 3.4. The Fiduciary shall create, maintain, and update a list/inventory of all equipment purchased with Grant Program funds beginning at the time the Grant Program Agreement is executed and ending three (3) years after the Grant Program is closed. The list/inventory shall include the following: (1) the equipment purchased; (2) the cost for each piece of equipment; (3) what Political Subdivision the equipment is transferred to; and (4) the physical location of the equipment.
- 3.5. The Fiduciary shall transfer ownership and legal title to the equipment purchased with Grant Program funds to Political Subdivisions, designated by the Region 2 Planning Board, via the Transfer of Ownership Agreement attached as Exhibit C. The Fiduciary's Emergency Response and Preparedness Administrator shall execute the Transfer of Ownership Agreement on behalf of the Fiduciary and the Mayor shall execute the Transfer of Ownership Agreement on behalf of the Political Subdivision.
- 3.6. The Fiduciary shall notify each Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of equipment that has been transferred to the Political Subdivision.
- 3.7. The Fiduciary shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the Region 2 Planning Board. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Forms, attached as Exhibit D, are properly executed by the Parties. The Fiduciary's Emergency Response and Preparedness Administrator shall execute the Forms on behalf of the Fiduciary and the Mayor shall execute the Forms on behalf of the Political Subdivision.
- 3.8. The Fiduciary shall reimburse the Political Subdivision, as directed by the Region 2 Planning Board, with Grant Program funds for salaries and overtime for Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Forms, attached as Exhibit D, are properly executed by the Parties. The Fiduciary's Emergency Response and Preparedness Administrator shall execute the Forms on behalf of the Fiduciary and Mayor shall execute the Forms on behalf of the Political Subdivision.
- 3.9. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the Region 2 Planning Board Secretary and the applicable Political Subdivision.

#### **4. POLITICAL SUBDIVISION RESPONSIBILITIES.**

- 4.1. Upon receipt of equipment purchased with Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Agreement, attached as Exhibit C, for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the Fiduciary receives an executed Transfer of Ownership Agreement. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership Agreement, attached as Exhibit C

- 4.2. Upon execution of the Transfer Ownership Agreement, Exhibit C, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
  - 4.2.1. Operation of the equipment;
  - 4.2.2. Maintenance and repair of the equipment;
  - 4.2.3. Replace or repair equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
  - 4.2.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
  - 4.2.5. Insurance for the equipment if required by law or if the Political Subdivision deems it appropriate in its discretion;
  - 4.2.6. Training for use of the equipment, if training is not included with the purchase of the equipment; and
  - 4.2.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 4.3. The Political Subdivision shall comply with and shall use the equipment in accordance with the 2006 Homeland Security Grant Program Guidance.
- 4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon execution of the Transfer Ownership Agreement and continue until three (3) years after the close of this Grant Program.
- 4.5. The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer Ownership Agreement on its Schedule of Expenditures of Federal Awards.
- 4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.
- 4.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary and State and Federal Auditors upon request.
- 4.9. Prior to reimbursement for the purchase of services and/or for salaries or overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms, attached as Exhibit D. The Political Subdivision shall not receive reimbursement for

services, salaries, and/or overtime until all applicable Request for Reimbursement Forms are properly executed. The Fiduciary, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

5. **REGION 2 PLANNING BOARD RESPONSIBILITIES.** The Parties agree and acknowledge that the Region 2 Planning Board shall have the following responsibilities:

- 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
- 5.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
- 5.3. Hold public meetings, subject to the Michigan Open Meetings Act;
- 5.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;
- 5.5. Establish sub-committees to carry out its work;
- 5.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
- 5.7. Determine what type of equipment will be purchased with the Grant Program funds, determine what equipment each Political Subdivision will receive, and convey this information to the Fiduciary immediately after such determinations are made.

6. **DURATION OF INTERLOCAL AGREEMENT.**

- 6.1. 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 shall end three (3) years from the date the Grant Program is closed. 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.

7. **ASSURANCES.**

- 7.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 7.2. 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.
- 7.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this

Agreement, including but not limited to the Grant Program Agreement, attached as Exhibit B and the 2006 Homeland Security Grant Program Guidance.

8. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.
9. **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.
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 necessary to carry out its obligations and duties pursuant to this Agreement.
12. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **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.
15. **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.
16. **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 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.

17. **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.
  - 17.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Emergency Response and Preparedness, Administrator, 1200 N. Telegraph Dept 410, Building 47 West, Pontiac, Michigan 48341.
  - 17.2. If Notice is sent to the Political Subdivision, it shall be addressed to: Bryan Barnett, Mayor, City of Rochester Hills, Rochester Hills, MI 48307.
  - 17.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
18. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements 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**, Bill Bullard, Jr., Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Clerk/Register of Deeds  
County of Oakland

DATE: \_\_\_\_\_

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

EXECUTED: \_\_\_\_\_  
Bryan Barnett, Mayor  
City of Rochester Hills

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_