

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF
ROCHESTER HILLS AND THE OAKLAND COUNTY PARKS AND
RECREATION COMMISSION OF
FOR
PARK MAINTENANCE**

This Interlocal Agreement (the “Agreement”) is made and entered into on _____, 2026 between the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 (hereinafter referred to as “Rochester Hills”) and the Oakland County Parks and Recreation Commission 2800 Watkins Lake Road, Waterford, Michigan 48328 (hereinafter referred to as “OCPRC”).

WHEREAS, Rochester Hills entered an Interlocal Agreement with the County of Oakland for park operation and management under which certain described park property, set forth in the attached Exhibit A and described as parcel 15-13-276-003 (“Clinton River Oaks County Park”), will be under the care, control, and use of OCPRC as of February 1, 2026;

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts 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 and which each might exercise separately;

WHEREAS, OCPRC desires to have Rochester Hills perform certain maintenance services at the Clinton River Oaks County Park and Rochester Hills is willing to undertake certain maintenance services at the Clinton River Oaks County Park on the terms and conditions set forth below;

WHEREAS, this proposed interlocal agreement for maintenance and services at the Clinton River Oaks County Park will further the public health, safety, and welfare, promote efficient use of governmental resources and effectiveness of local governments;

THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Rochester Hills and OCPRC agree as follows:

**I.
COMMENCEMENT DATE**

The commencement date of this Agreement shall be February 1, 2026.

II. TERM

The initial term of this Agreement shall be an eight (8) calendar month period beginning on the commencement date of the Agreement and ending on September 30, 2026. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be extended or renewed, unless terminated earlier by either Rochester Hills or OCPRC as set forth below. Agreement for an extension or renewal, under this Section, shall be given by the OCPRC Director on behalf of OCPRC.

III. SCOPE OF SERVICES

Rochester Hills agrees to assist OCPRC in providing maintenance activities at the Clinton River Oaks County Park. The maintenance activities shall include the following services:

- a. Rochester Hills shall undertake tree trimming at Clinton River Oaks County Park.
- b. Rochester Hills shall provide mowing a minimum of 20 times yearly (depending on weather and growing season) and on an “as needed,” “as available” basis upon written request by OCPRC.
- c. Rochester Hills shall provide pump out services for toilets at Clinton River Oaks County Park on an “as needed,” “as available” basis upon written request by OCPRC.
- d. Rochester Hills shall provide inspection services of the Park a minimum of monthly during the offseason, and at least weekly during the summer season, and also to inspect any citizen reported issues identified.
- e. Rochester Hills shall remove trash from trash barrels within park “as needed” upon inspection.
- f. Rochester Hills shall plow snow from existing parking “as needed” per weather conditions.
- g. Rochester Hills will report any major repair issues to OCPRC as soon as they are identified.
- h. Rochester Hills will attend monthly communication meetings organized by OCPRC.

IV. PAYMENT

OCPRC shall compensate Rochester Hills for the expected services provided and set forth in Article III at a rate of \$63,999 yearly for services undertaken and performed by Rochester Hills (see exhibit B) February 1 – September 30, 2026. Rochester Hills shall invoice OCPRC in February. OCPRC shall pay Rochester Hills within thirty (30) days of receipt of invoice.

V. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party upon giving ninety (90) days advance written notice of termination to the other party. In the event of such termination by either party, OCPRC shall immediately pay all fees which may be due and owing to Rochester Hills for work performed through the date of termination of the Agreement.

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 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, officials, officers, agents and employees of OCPRC. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver ~~by~~ of any governmental immunity as provided by Section 9 of the Act or otherwise under law.

Independent Contractor. Rochester Hills and OCPRC agree that at all times and for all purposes under the terms of this Agreement, Rochester Hills relationship to OCPRC 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 OCPRC as a result of this Agreement. Rochester Hills 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 under this Agreement. Nothing in this Agreement shall make any employee of Rochester Hills a OCPRC employee for any purpose.

Liability and Indemnification. Rochester Hills and OCPRC shall each be solely responsible for the acts and omission of its own officials, employees, agents, and contractors the costs associated with those acts and omissions. In no event shall either Party be liable to the other Party, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

Insurance. Each Party shall be responsible for maintaining liability insurance or governmental self-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 OCPRC.

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 Subletting. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior written consent of both parties.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, the 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 OCPRC 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.

IX. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which when executed shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

IX. AUTHORIZATION

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. may be executed in multiple counterparts, each of which when executed shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

City of Rochester Hills

By: _____

Bryan K. Barnett

Mayor

Date: _____

Oakland County Parks and Recreation Commission

By: _____

Its: _____

Date: _____