

SEARCH AND RESCUE EMERGENCY RESPONSE VEHICLE INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), is entered into between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 43421 ("County") and _____ ("Participating Agency")

INTRODUCTION

WHEREAS, each Participating Agency has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, search and rescue response operations, hazardous incident response, and other emergency response services;

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents");

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq., and the Emergency Management Act, MCL 30.401 et seq., 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, each Participating Agency continues to face threats to public safety ("Incidents");

WHEREAS, the resources of the Participating Agency might be strained or overwhelmed if forced to confront such Incidents in isolation and the Parties acknowledge the possibility that additional resources and equipment, beyond those of the Participating Agency facing the Incident, may be required to meet and mitigate the dangers to public safety and as such, has designated employees or volunteers that participate with Michigan Task Force 1 (MI-TF1);

WHEREAS, the County has acquired specialized Search and Rescue Emergency Response Vehicles and associated equipment to aid in responding to such Incidents;

WHEREAS, pursuant to the Michigan Constitution, the Urban Cooperation Act and the Emergency Management Act, the Parties enter into this Agreement to set forth the rights and duties regarding the use and operation of the Search and Rescue Emergency Response Vehicles acquired and owned by the County;

NOW THEREFORE, 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. **Authorized Representative** means the chief executive or designee of a Participating Agency authorized in writing by that governmental unit to request, offer, or provide assistance under the terms of this Agreement.
- 1.2. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, all of its departments, divisions, elected and appointed officials, employees, and agents.
- 1.3. **Search and Rescue Emergency Response Vehicles** (“Emergency Response Vehicles”) means the Hackney 5-Bay Rescue, Two 24’ Crew Cab Box Trucks, Two Ford E350 12 Passenger Vans, Logistics Trailer and Medical Trailer, Four Pickup Trucks and other added search and rescue response vehicles.
- 1.4. **Incident** means any situation in the area of handling emergencies including, but not limited to building collapse, confined space rescue, trench rescue, high-angle rescue, and hazardous materials incident.
- 1.5. **Participating Agency** means any city, village or township with a designated employee or volunteer that is a participant on Michigan Task Force 1 and is a Party to this Agreement. Participating Agency includes, but not limited to any and all of its departments, divisions, elected officials, employees, agents, subcontractors and volunteers.
- 1.6. **Michigan Task Force 1 (MI-TF1)** is a specialized response Task Force that perform search and rescue operations. MI-TF1 is largely made up of firefighters from cities, villages and townships in the Southeast Michigan Urban Area Security Initiative. The Urban Area Security Initiative includes the Counties of Oakland, Macomb, Monroe, St. Clair, Washtenaw, Wayne and the City of Detroit. MI-TF1 is largely funded by grant monies from the Department of Homeland Security and is in the process of attempting to gain additional funding from other resources.

§2. USE OF EMERGENCY RESPONSE VEHICLES.

- 2.1. The County acts as the fiduciary for the Urban Area Security Initiative. As such, the County has acquired Emergency Response Vehicles and Specialized Equipment. The vehicles and equipment are designated for use by MI-TF1.

- 2.2. The Emergency Response Vehicles shall be owned and insured by the County. In the event that MI-TF1 receives funding for insurance from other sources, MI-TF1 shall reimburse the insurance costs to the County. MI-TF1 shall be responsible for all other costs associated with the Emergency Response Vehicles.

§3. PARTICIPATING AGENCY RESPONSIBILITIES. Subject to the terms and conditions contained in this Agreement and applicable changes in law, the Participating Agency shall provide the following:

- 3.1. Each Participating Agency shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates and governmental authorizations for its employees, agents and volunteers necessary to perform all its obligations under this Agreement, including but not limited to, obtaining applicable licenses required by the Michigan Secretary of State.
- 3.2. Each Participating Agency shall have all members of the MI-TF1 trained on the Emergency Response Vehicles and equipment. Additional members of each Participating Agency may be trained at the option of the Participating Agency.
- 3.3. Each Participating Agency shall be responsible for all costs of its own personnel used while operating the Emergency Response Vehicles and associated equipment.
- 3.4. Each Participating Agency shall notify the County, in writing, of its Authorized Representative and designee.

§4. DURATION OF INTERLOCAL AGREEMENT. This Agreement and any amendments hereto shall be effective when executed by the Parties with concurrent resolutions passed by the governing bodies of each party, and the Agreement is filed with the Office of the Great Seal as required by MCL 124.510. This Agreement shall remain in effect until cancelled or terminated by either party pursuant to section 6.

§5. LIABILITY. 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 costs associated with the defense of those acts.

§6. TERMINATION OF AGREEMENT. A Party may terminate this Agreement for any reason upon 30 days notice before the effective date of termination. The effective date for termination shall be clearly stated in the notice.

§7. SUSPENSION OF SERVICES. Upon notice to the Participating Agency, the County may immediately suspend this Agreement or the Participating Agency's participation, if the Participating Agency has failed to comply, with federal, state, or local law, or any requirements contained in this Agreement.

- §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 entity
- §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.
- §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. **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.
- §12. **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.
- §13. **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.
- §14. **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.
- §15. **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.
- §16. **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 persons 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 by first class or certified U.S. mail.

- 16.1. If notice is sent to the County, it shall be addressed and sent to: Oakland County Emergency Response and Domestic Preparedness Division, 1200 N. Telegraph, Building 47 West - Dept. 410, Pontiac, MI 48341-1044
- 16.2. If notice is sent to the Participating Agency, it shall be addressed to that Agency's Authorized Representative:
- 16.3. Either Party may change the address and/or individual to which notice is sent by notifying the other party in writing of the change.

§17. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

§18. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by all 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 Party's governing body.

§19. 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.

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.

IN WITNESS WHEREOF, , hereby acknowledges that he has been authorized by a resolution of the a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____

IN WITNESS WHEREOF, Bill Bullard, 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: _____

DATE: _____

BILL BULLARD, Chairperson
Oakland County
Board of Commissioners

WITNESSED: _____

DATE: _____

RUTH JOHNSON
Clerk, Register of Deeds
County of Oakland