

INTERLOCAL AGREEMENT BETWEEN
PARTICIPATING LOCAL GOVERNMENT UNITS
AS SIGNATORIES TO THIS
AGREEMENT
FOR DAMAGE ASSESSMENT MUTUAL AID

THIS DAMAGE ASSESSMENT MUTUAL AID INTERLOCAL AGREEMENT (the “Agreement”) is entered into by and between the City of Novi and other participating local government units who sign the Agreement, referred to in this Agreement individually as a “Party” and collectively as “Parties”.

RECITALS:

WHEREAS, Damage Assessment Services can be improved by cooperation between political subdivisions during times of public emergency or disaster (“Incidents”); and

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, Ex. Sess., being MCL 124.501 et seq. (the “Act”), permit a local government unit to exercise jointly with any other local government unit any power, privilege or authority which such local government units share in common and which each might exercise separately; and

WHEREAS, the Parties desire to enter into an interlocal agreement, pursuant to the Act, to receive and provide assistance in evaluating the nature and extent of damage to buildings and structures resulting from a disaster or emergency; and

WHEREAS, each Party has the authority to execute this Agreement pursuant to the approval of its governing body; and

WHEREAS, each Party desires the ability to receive personnel and equipment from another Party for Damage Assessment Services when it does not have adequate resources to perform all needed assessments due to the disaster or emergency, upon the request of another Party; and

WHEREAS, the Michigan Constitution and the people of the State of Michigan have long recognized the value of cooperation by and among the state and its local government units.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth in this Agreement, it is hereby agreed as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

“Association” means the Oakland County Building Officials Association, a Michigan corporation incorporated on September 13, 2024.

- a) “Association Board” means the Board of the Oakland County Building Officials Association as established by the Bylaws.
- b) “Days” means calendar days.
- c) “Building Official” means the person and or business responsible for building code enforcement or a director of the building department.
- d) “Building Department” means the operating department of a Party providing Damage Assessment Services.
- e) “Inspector” means personnel qualified and trained in providing Damage Assessment Services.
- f) “Damage Assessment Services” means the systematic process of using qualified personnel to evaluate the nature and extent of damage to buildings and structures resulting from a disaster or emergency.
- g) “Effective Date” means the date on which the Agreement is first filed with the Secretary of the Oakland County Building Officials Association..
- h) “Incident” means a public emergency, conflagration, serious threat to public safety or disaster.
- i) “Oakland County Emergency Management and Homeland Security Department” means the Oakland County office(s), official(s) or administrator(s) responsible for the activation and implementation of the Emergency Operations Plan for Oakland County and/or the coordination of responses to emergencies arising in the county.
- j) “Party” means a local government unit that has signed this Agreement after approval by their legislative body.
- k) “State” means the State of Michigan.

ARTICLE II RESERVATION OF RIGHTS, INSURANCE AND LIABILITY ASSURANCES

Section 2.01. Assurances. Each Party shall comply with all federal, state, and local ordinances, regulations and rules applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interest.

Section 2.02. As-is: The Damage Assessment Services provided by a Party are provided “as-is” without any warranty of any kind, to the maximum extent provided by law. The entire risk of using the Damage Assessment Services of another Party shall remain with the Party requesting the assessment.

Section 2.03. No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by Section 9 of the Act or otherwise under law.

Section 2.04. Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party’s relationship to any other Party 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 any Party as a result of this Agreement. Personnel dispatched to aid a Party are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers’ Disability Compensation Act of 1969, any pension law, or any act of Congress.

Section 2.05. Liability. Each Party will be solely responsible for the acts and omissions of its own employees, and agents, and the costs associated with those acts and the defense of those acts. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Damage Assessment Services or for leaving the scene of an Incident after responding to a request for service.

Section 2.05. Insurance. Each Party shall be responsible for maintaining adequate insurance or self-insurance for its activities under this Agreement.

ARTICLE III DURATION, WITHDRAWAL, AND TERMINATION OF INTERLOCAL AGREEMENT

Section 3.01. Duration. The existence of the Agreement commences on the Effective Date and continues until terminated in accordance with Section 3.03.

Section 3.02. Withdrawal by a Party. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the other Parties. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as at least two (2) Parties are committed to this Agreement. Parties withdrawing from the Agreement and subsequently requesting mutual aid for Damage Assessment Services from a Party to this Agreement may be subject to reasonable fees for the response as determined by the responding local government unit.

Section 3.03. Termination. This Agreement shall continue until the Agreement consists of less than two (2) Parties

ARTICLE IV DAMAGE ASSESSMENT SERVICES

Section 4.01. Requests for Damage Assessment Services. The Building Official, or other official designated by a Party, shall have the right to initiate requests for Damage Assessment Services at such times as deemed to be in the best interests of the Party to do so. Nothing within this Agreement shall prohibit a Party from activating other existing mutual aid agreements.

Section 4.02. Response to Request for Services. Upon a Building Official's receipt of a request from another Party for Damage Assessment Services, the Building Official or his/her designee, shall inform the requesting Party of its ability to respond to the request. The request shall describe in detail the requested Damage Assessment Services including location(s) and assessment(s) needed and if costs for the response will be reimbursed, how the reimbursement amount will be determined as provided in Section 6.01. If the Party receiving a request has available personnel and resources, their Building Official may commit personnel to the requesting Party. A Party providing Damage Assessment Services to another Party shall have the right to maintain the operational capability of their own jurisdiction. An authorized representative of the Party which chooses not to provide requested assistance under this Agreement shall immediately notify the requesting Party if it is unable to provide the requested assistance. The final decision on whether to provide assistance rests solely with the Party receiving a request for assistance. A Party responding to a request for Damage Assessment Services shall not be required to maintain personnel within the boundaries of the requesting Party for a period longer than is necessary to provide a damage assessment or until such time the assisting Party needs its resources to maintain the operational capacity of its own jurisdiction.

Section 4.03. Dispute Resolution Regarding Mutual Aid Requests. In the interest of fostering a fair and sustainable mutual aid arrangement between the Parties, the following method of dispute resolution shall be available to the Parties if they wish to use this resolution method. If a Party believes its resources have been requested by another Party on multiple occasions in abuse of the intent of this Agreement, or if a Party believes the refusal of another party to respond to a request for assistance was unreasonable, it may request the other Party to participate in a review of the dispute by the Board of the Oakland County Building Official's Association for resolution.

Without waiving the rights, powers, privileges and authority of each Party to address issues at the direction and discretion of their governing body, upon receipt of a request for resolution of a dispute, the Oakland County Building Official's Association Board, shall appoint a panel of three (3) Association Board members to investigate the dispute and recommend a resolution. For purposes of considering such dispute, the Association representatives of the Parties involved in the dispute shall not participate in and shall abstain from any vote concerning the dispute, but shall be given an opportunity to submit statements and information to the Association Board for its consideration. The determination of the Association Board shall not be at the same meeting at which the panel's recommendation concerning the dispute is first discussed. The Parties involved in the dispute may agree to be bound by the recommendation of the Association Board.

Section 4.04. Other Agreements. This Agreement shall not preclude, supersede or negate the activation or the fulfillment of the terms of any local, regional or state mutual aid or reciprocal aid compacts or agreements.

ARTICLE V ADMISSION AND REMOVAL OF PARTIES

Section 5.01. Admission. A local government unit may become a new Party to this Agreement after its Effective date upon approval of its legislative body and executing the Agreement. The Building Official for the new Party shall provide a copy of the executed Agreement to the secretary of the Oakland County Building Officials Association.

Section 5.02. Removal. A Party may be removed for cause from participation in this Agreement upon a vote of two-thirds of the Building Officials of the Parties. If removed from participation in this Agreement, a local government unit shall not be entitled to receive Damage Assessment Services subject to the terms of this Agreement.

Section 5.03. Active Members. The Parties designate the secretary of the Oakland County Building Officials Association to maintain a current list of Parties on the Oakland County Building Officials Association website and to maintain copies of the signed Agreements.

ARTICLE VI DAMAGE ASSESSMENT COSTS

Section 6.01. Damage Assessment Costs. To the extent practical, any when requesting Damage Assessment Services, the requesting and responding Parties shall discuss and agree upon whether the responding Party will receive reimbursement and how the amount of reimbursement will be determined. A Party may not receive reimbursement for the same costs from both the requesting party and Oakland County, the State of Michigan or FEMA, should federal, state or county funds become available.

ARTICLE VII MISCELLANEOUS

Section 7.01. Entire Agreement. This Agreement sets forth the entire agreement 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.

Section 7.02. Severability of Provisions. If a Court of competent jurisdiction finds any provision 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.

Section 7.03. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under 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 this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or as otherwise dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the court set forth above.

Section 7.04. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted

as part of this Agreement.

Section 7.05. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 7.06. Recitals. The Recitals shall be considered an integral part of this Agreement.

Section 7.07. Amendment. The Agreement may be amended upon approval of a written amendment by the governing bodies of all Parties. An amendment to remove a Party shall not require approval of the governing body of the Party being removed. Amendments to this Agreement shall be filed with the secretary of the Oakland County Building Officials Association.

Section 7.08. Compliance with Law. The Parties shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 7.09. No Third- Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right kind in favor of any individual or legal entity.

Section 7.10. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) Agreement.

Section 7.11. 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 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.

Section 7.12. No Implied Waiver. Absent a written waiver, no fact, 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.

Section 7.13. 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 clerk of the participating local government unit.

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

WITNESSES:

[insert name]

By: _____
[insert name]

Its: Mayor/ Township Supervisor/Chief
Administrative Officer

DATE: _____

[insert name]

By: _____
[insert name]

Its: City/Township Clerk

DATE: _____

Approved:

[insert name], Building Official
(Approved as to substance)