

# INTERLOCAL AGREEMENT

BETWEEN

OAKLAND COUNTY

AND

LAPEER COUNTY

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This Agreement (“Agreement”) is made between the County of Oakland, (“Oakland County”), a Michigan Constitutional and Municipal Corporation, by and through the Oakland County Medical Examiner’s Office (“OCMEO”), whose address is 1200 North Telegraph, Pontiac, Michigan 48341, and Lapeer County (“Lapeer County”), by and through the Lapeer County Sheriff’s Department (“LCSD”), whose address is 3231 John Conley Drive, Lapeer, Michigan 48446. The term “Oakland County” means Oakland County and the Oakland County Medical Examiners Office jointly. The term “Lapeer County” means Lapeer County and the Lapeer County Sheriff’s Office, jointly. In this Agreement, “Oakland County” and “Lapeer County” may also be referred to jointly as the “Parties.”

**PURPOSE OF AGREEMENT.** Oakland County and Lapeer County enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of the OCMEO providing medical examiner services to LCSD, and delineating the duties of the Parties related to providing medical examiner services. The Parties agree, subject to the terms and conditions set forth in this Agreement, to provide funds and/or services as described in Exhibits I and Exhibit II.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** In addition to any other defined terms in this Agreement (e.g., “Agreement,” “Oakland County,” “OCMEO”, “Lapeer County,” “LCSD”, “Party,” or “Parties,” etc.), the Parties agree that the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:

1.1. **Agreement** means the following documents, which this Agreement includes and incorporates:

1.1.1. Interlocal Agreement

1.1.2. Exhibit I: Financial Obligations

1.1.3. Exhibit II: Scope of Services

1.2. **Claim(s)** 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 Oakland County or Lapeer County, or for which Oakland County or Lapeer County 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.

- 1.3. **Day** shall be defined as any calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.5. **Lapeer County** means Lapeer County, a constitutional and municipal Corporation, including, but not limited to, all of its departments, divisions, the Lapeer County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, commissions, employees, agents, volunteers, and/or any such persons' successors.
- 1.6. **Lapeer County Employee** means without limitation any employees, officers, directors, managers, trustees, volunteers, attorneys, and representatives of Lapeer County, including any person who was an Lapeer County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.7. **LCSO** means the Lapeer County Sheriff's Office, with all of the duties and responsibilities for exercising the authority vested by the Michigan Constitution and Michigan Compiled Laws Chapter 51 with jurisdiction over the County of Lapeer.
- 1.8. **Oakland County** means Oakland County, a constitutional and municipal Corporation, including, but not limited to, all of its departments, divisions, the Oakland County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, commissions, employees, agents, volunteers, and/or any such persons' successors.
- 1.9. **Oakland County Employee** means without limitation, any employees, officers, directors, managers, trustees, volunteers, attorneys, and representatives of the Oakland County, including any person who was an Oakland County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.10. **OCMEO** means the Oakland County Medical Examiner's Office, a department of Oakland County created pursuant to the County Medical Examiners Act, MCL 52.201 *et. seq.*
- 1.11. **Points of Contact** mean the individuals designated by the OCMEO and LCSO to act as primary and secondary contacts for communication and other purposes as described herein.

## **2. EFFECTIVE DATE AND DURATION OF THE AGREEMENT.**

- 2.1. This Agreement, and/or any subsequent amendments must be in writing and shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes and proceedings of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall also be filed with the office of the Clerk of the County with Secretary of State.
- 2.2. This Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the filing of this Agreement, and/or any possible subsequent amendments with the Michigan Secretary of State (MCL 124.510).
- 2.3. Unless extended by an Amendment, this Agreement shall remain in effect for ONE year from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

### **3. OAKLAND COUNTY RESPONSIBILITIES.**

- 3.1. Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, the Oakland County shall provide those services for the Lapeer County as described in Exhibit II.
- 3.2. Oakland County shall provide Lapeer County with a detailed invoice of Oakland County's costs within sixty (60) Days of the completion of each autopsy or external exam for the services provided herein and/or a statement describing any amounts owed to Oakland County as described in Exhibit I.
- 3.3. The Parties intend, agree, and acknowledge that no services, other than those services described in this Agreement, shall or are otherwise required to be provided by Oakland County for or to Lapeer County. Additional services may be contracted by mutual agreement between the Parties.

### **4. LAPEER COUNTY FINANCIAL/PAYMENT OBLIGATIONS.**

- 4.1. Lapeer County shall pay the full amount shown on an invoice to Oakland County within sixty (60) calendar days after the date shown on any such invoice.
- 4.2. Unless there is a termination as provided for herein, Lapeer County's obligations set forth in this Section, shall be absolute and unconditional and shall not be affected by the occurrence of either Party's default of any term or condition of this Agreement, nor shall any other occurrence or event relieve, limit, or impair the obligation of Lapeer County to pay any such amount due and owing to Oakland County.
- 4.3. Nothing in this Section shall operate to limit Oakland County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Lapeer County to secure payment of amounts due Oakland County under this Agreement. The remedies in this Section shall be available to Oakland County on an ongoing and successive basis if Lapeer County at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if Oakland County pursues any legal action in any court to secure its payment under this Agreement, Lapeer County agrees to pay all costs and expenses, including attorney fees and court costs, incurred by Oakland County in the collection of any amount owed by Lapeer County.
- 4.4. This Section shall not be interpreted as limiting Lapeer County's legal right to dispute whether the underlying amount invoiced by Oakland County was actually due and owing under this Agreement.

### **5. ASSURANCES AND WARRANTIES.**

- 5.1. 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 the legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- 5.2. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.
- 5.3. Any and all Oakland County services set forth in this Agreement are provided on an "as-is" and "as-available" basis, without any warranty of any kind, to the maximum extent permitted by

applicable law. Oakland County expressly further disclaims any and all warranties, of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement and/or that any Oakland County services under this Agreement will meet any of Lapeer County's needs or requirements, will be uninterrupted, timely, secure, error or risk free/or that any deficiencies in any Oakland County service. The entire risk arising out of the use of any and all Oakland County services herein remains at all times, with Lapeer County to the maximum extent permitted by law.

**6. LIABILITY.**

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party and for the acts or omissions of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 4.3, 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 judgment and attorney fees.
- 6.3. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or any legal principle to be indemnified or reimbursed by the other Party or any of its employees or agents in connection with any Claim.
- 6.4. 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.

**7. LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement

**8. DISPUTE RESOLUTION.**

- 8.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to Oakland County's Point of Contact and Lapeer County's Point of Contact for possible resolution. Oakland County's Point of Contact and Lapeer County's Point of Contact may promptly meet and confer in an effort to resolve such dispute.
- 8.2. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

**9. NO IMPLIED WAIVER.**

- 9.1. 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.
- 9.2. 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.
- 9.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

**10. AUDITING** Oakland County agrees that financial records will be available upon request for review or audit by Lapeer County or other appropriate officials.

**11. AGREEMENT INTERPRETATION.** The Parties agree that performance under this Agreement will be conducted in compliance with all federal, Michigan, and local laws and regulations. This Agreement is made and entered into in the County of Oakland and in the State of Michigan. The language of all parts of this Agreement is intended to and under all circumstances to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**12. TERMINATION OR CANCELLATION OF AGREEMENT.**

12.1. Either Party may terminate and/or cancel this Agreement upon sixty (60) Days written notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Termination of this Agreement does not release any Party from any obligations that Party has pursuant to any law.

12.2. The Parties agree and acknowledge that either Party's decision to terminate and/or cancel this Agreement, or any one or more individual Oakland County Services identified herein, shall not relieve Lapeer County of payment obligations for any Oakland County services rendered prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

12.3. Oakland County's obligations upon termination of the contract is to provide services to Lapeer County as described in Exhibits I and II through the end of the Contract and provide a final invoice of Oakland County's costs within sixty (60) Days of the termination date of the contract.

12.4. Lapeer County's obligations upon termination of the contract is to honor all of its obligations contained in Exhibits I and II and submit payments for outstanding invoices submitted by Oakland County within sixty (60) calendar days after the date shown on any submitted invoices.

**13. NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between Oakland County and Lapeer County.

**14. 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.

**15. RECORD RETENTION.** The Parties agrees to maintain records in accordance with state law. All records relative to this Agreement shall be available at any reasonable time for examination or audit by personnel authorized by law.

**16. 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.

**17. FORCE MAJEURE.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond the Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil

disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the other party of any such event.

18. **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.
19. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
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 number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use 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: (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.
  - 21.1. If Notice is sent to the County, it shall be addressed and sent to: 1200 North Telegraph, Pontiac, Michigan 48341.
  - 21.2. If Notice is sent to Lapeer County, it shall be addressed and sent to: Administrator/Controller, Lapeer County Complex, 255 Clay Street, Lapeer, MI 48446
  - 21.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
22. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan without giving effect to its conflict of law principles.
23. **JURISDICTION AND VENUE** Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim(s) arising under or related to this Agreement shall be brought in the Sixth 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. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.
24. **ENTIRE AGREEMENT**. This Agreement sets forth the entire agreement between the Parties along with the Agreement Documents. In entering into this Agreement, Lapeer County acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by the Oakland County and/or any Oakland County Agent that is not expressly set

forth in this Agreement, and that any and all such possible, perceived or prior agreements, representations, understandings, statements, negotiations, understandings and undertakings, whether written or oral, in any way concerning or related to the subject matter of this Agreement are fully and completely superseded by this Agreement.

24.1. If there is a contradicting term or condition in any Exhibit to this Agreement, the Agreement controls.

24.2. It is further agreed that the terms and conditions of this Agreement are contractual and binding and are not mere recitals. The Parties acknowledge that this Agreement contains certain limitations and disclaimers of liability.

The undersigned hereby acknowledges that he/she has been authorized by Lapeer County to execute this agreement on behalf of Lapeer County and hereby accepts and binds Lapeer County to the terms and conditions of this Agreement.

**THE COUNTY OF LAPEER**

\_\_\_\_\_:

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_ ,

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_ ,

The undersigned 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.

**THE COUNTY OF OAKLAND**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_ ,

**Chairperson, Oakland County Board of Commissioners**

# OAKLAND COUNTY INTERLOCAL AGREEMENT

BETWEEN

OAKLAND COUNTY

AND

LAPEER COUNTY

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## EXHIBIT I: Financial Obligations

Under the terms of the Fee Schedule, Lapeer County agrees to provide Lapeer County Medical Investigators for on-scene investigations and assume all costs associated with on-scene investigations. JCMEO further agrees to provide transportation and assume all costs of transportation of any body requiring an autopsy by the OCMEO under the terms of the agreement. Oakland County agrees to provide the services contained herein under the Fee Schedule. Lapeer County shall be solely responsible for issuing Death Certificates and any and all costs associated with issuing Death Certificates related to any autopsy performed under the terms of the Agreement. Lapeer County shall also be solely responsible for issuing Cremation Permits and any and all costs associated with issuing Cremation permits related to any autopsy performed under the terms of the Agreement.

### Fee Schedule

Service	Fee
Complete Autopsy	\$2,500.00 (includes up to 5 calendar days of storage at OCME, X-Ray, Evidentiary photographs, histopathology, neuropathology, Postmortem expanded blood tests, removal service from Lapeer Regional Hospital
External Exam (inspection)	\$1,000.00 (up to 5 calendar days of storage at OCME, evidentiary photographs and routine toxicology, removal service from Lapeer Regiona
Medical Examiner Certifications	\$250.00 per case
Body Storage Fee	\$25.00 per day after 5 days
Administrative Fee Costs	10% per invoice
Consultations For:	
Forensic Anthropology	At Cost <sup>1</sup>
Forensic Entomology	At Cost
Forensic Odontology	At Cost
MEI	Handled by Lapeer County
Death Certificates	Completed by Oakland County Medical Examiner
Cremation Permits	Completed by Oakland County Medical Examiner billed to Funeral Home At Cost per permit

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<sup>1</sup> At Cost is the current going rate to perform those services or obtain appropriate permits.



# OAKLAND COUNTY INTERLOCAL AGREEMENT

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## EXHIBIT II: Scope of Services

The Oakland County Medical Examiner's Office (OCMEO) will investigate unexpected, unattended, unexplained, traumatic/violent deaths and other deaths referred by the Lapeer County Medical Examiner's Office (JCMEO).

The OCMEO agrees during the term of this Agreement to the following services:

- A. Employ a sufficient number of qualified fulltime board-certified forensic pathologists, board-eligible forensic pathologists working under supervision of the board-certified pathologists, other professional staff, and technical personnel to insure provision of high level forensic pathology services to Lapeer County which include but are not limited to the following:
  1. In a timely manner, perform autopsies, laboratory examinations and other medical procedures necessary to determine cause and manner of death as required by the Medical Examiner's Office of the Lapeer County Health Department pursuant to MCLA 52.201 *et seq.* (hereinafter referred to as "Medical Examiner cases.")
    - i. Perform autopsies within 24 hours of the death or at the start of the death investigation, whichever is later.
    - ii. Perform other tests deemed necessary prior, during, or after the autopsy.
  2. Comply with all Standard Operating Procedures (SOP) published by the OCMEO.
  3. Submit written autopsy and toxicology reports detailing the results of Medical Examiner cases to the LCSD within sixty (60) days of the completion of the case death investigation
  4. Deliver invoices to the LCSD for work performed pursuant to the Fee Schedule contained in Exhibit I within sixty (60) days of the completion of case death investigation.
  5. Prepare, as necessary, for retention and storage of tissues, blocks, sections and other materials obtained in connection with forensic pathology services performed on Medical Examiner cases, and supervise the proper retention and storage of such materials, maintaining the chain of custody.

6. Consult, coordinate and cooperate with the LCSD including Medical Examiner Investigators, Michigan State Police, local police and county sheriff agencies operating in Lapeer County and with the Lapeer County Prosecuting Attorney and staff.
  7. Provide a current list, with revisions if necessary, of all employed board-certified and board eligible forensic pathologists who are full-time staff of the OCMEO. Those professionals may be appointed as Lapeer County Deputy Medical Examiners.
- B. Provide pathology services through qualified board-certified forensic pathologists and board-eligible forensic pathologists who are supervised by board-certified forensic pathologists, other professional staff, and other technical personnel, which conform to; (i) all applicable state laws, rules and regulations; (ii) all applicable professional associations, including the College of American Pathologists and American Academy of Forensic Sciences; and (iii) any mutually agreed upon applicable standards of accreditation by the National Association of Medical Examiners.
  - C. Provide the facilities, equipment and supplies needed to perform forensic pathology services required under this Agreement.
  - D. To meet with the Lapeer County Sheriff's Department staff to conduct Forensic Pathology Case (FPC) reviews of Lapeer County Medical Examiner cases as needed.
  - E. OCMEO agrees to receive high-level cooperation and professional input from the Lapeer County Medical Examiner and his/her agents.
  - F. OCMEO will be available to provide the guidance in designating Medical Examiner cases and releasing non-Medical Examiner cases.
  - G. OCMEO will handle cremation permits and other matters within the scope of function of the Medical Examiner. (revenue to Oakland County)
  - H. Lapeer County will handle Freedom of Information Act requests.
  - I. Bodies will be transported to Lapeer Regional Hospital by Lapeer County. Bodies will be transported from Lapeer Regional to Oakland County Medical Examiner by contracted Oakland County removal services.