

Contract Number 009994

OAKLAND COUNTY INTERLOCAL AGREEMENT

BETWEEN

OAKLAND COUNTY

AND

OAKLAND SCHOOLS

This Agreement (“Agreement”) is made and entered into between the COUNTY OF OAKLAND (“County”), a Michigan Constitutional and Municipal Corporation, a political subdivision of the state of Michigan, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 and Oakland Schools, a Michigan intermediate school district, whose address is 2111 Pontiac Lake Road, Waterford, MI 48328 ("Oakland Schools"). In this Agreement, either the Municipality or the County may also be referred to individually as a “Party” or jointly as the “Parties.”

1. Purpose of Agreement

- 1.1. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the County and Oakland Schools enter into this Agreement. The County desires that Oakland Schools provide printing and graphic services to the County on an as needed basis. The purpose of this Agreement is to delineate the responsibilities and obligations of the Parties regarding the printing and graphic services.
- 1.2. In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

2. Definitions

- 2.1. **Agreement Documents** mean the following documents, which this Contract includes and incorporates:
 - 2.1.1. Exhibit I: Financial and Scope of Services
- 2.2. **Claim(s)** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against a Party or for which that Party may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 2.3. **County** means the County of Oakland and its departments, divisions, commissioners, elected and appointed officials, directors, board members, council members, authorities, officers, committees, employees, agents, subcontractors, volunteers and/or any such persons' successors.
- 2.4. **County Agent** shall be defined as any and all elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards,

committees, commissions, employees, third-party contractors, departments, divisions, volunteers, representatives, and/or any such persons' successors (whether such persons act or acted in their personal representative or official capacities), and/or "County Agents" shall also include any person who was a County Agent any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

- 2.5. **Oakland Schools** means Oakland Schools including, but not limited to, its elected and appointed officials, , board members, superintendent, administrators, departments, authorities, committees, employees, agents, subcontractors, volunteers or any such person's successors.
3. **Scope of Services.** Printing services will be quoted by Oakland Schools and sent to the requesting department on a per job bases for approval prior to work commencing. All costs will be included in the quote.
4. **Oakland Schools' Responsibilities.** Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, Oakland Schools shall provide those services for the County as follows:
 - 4.1 Oakland Schools shall provide printing and graphic services to the County ("Services") as requested in writing by the County.
 - 4.2 If Oakland Schools is not able to complete the requested Services or it is not practical for Oakland Schools to complete the requested Services, then Oakland Schools shall promptly notify the County, specifically the requesting County department and/or the County Purchasing Division, of this fact.
 - 4.3 Oakland Schools shall deliver or cause to be delivered the products produced ("Products") by the Services to the County department that requested the Services unless the County requests to pick-up the Products or except as provided in the Force Majeure Section of this Agreement.
5. **County's Responsibilities.** Subject to the terms and conditions in this Agreement, and except as otherwise provided by law, Oakland Schools shall provide those services for the County as follows:
 - 5.1. The County will pay for the Services within thirty (30) days of receipt of a P-Card Charge Statement or written invoice (hereinafter collectively "Invoice") from Oakland Schools. The fees for the Services shall be based on Oakland Schools' then current published rates for printing and graphic services.
 - 5.2. The Parties acknowledge that the Invoice will be paid by the County via procurement card ("P-Card"), written check or electronic transfer of funds.
6. **No Indemnification.**
 - 6.1. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents.
 - 6.2. 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 any attorney fees.
 - 6.3. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim.

- 6.4. Except as otherwise provided in this Agreement, this Agreement does not and is not intended to create any third-party obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation or any other right in favor of any third person or entity.
- 6.5. 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. **No Implied Waiver.** Except as otherwise expressly provided for in this Agreement:
 - 7.1. 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.
 - 7.2. 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.
 - 7.3. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
8. **Auditing.** The County agrees that financial records and other relevant records related to the Services will be available upon request for review or audit by Oakland Schools or other appropriate officials.
9. **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.
10. **Effective Date And Duration Of The Agreement.**
 - 10.1. This Agreement shall commence upon signature of the Chair of the County Board of Commissioners and Oakland Schools (“Effective Date”) and shall terminate three years from the Effective Date.
 - 10.2. The Parties agree that this Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the approval by the Oakland County Board of Commissioners and the Oakland Schools. The approval and terms of this Agreement, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of the Oakland County Board of Commissioners and the Oakland Schools Board of Education and shall also be filed with the office of the Clerk of the County.
11. **Independent Contractor.** The Parties agree that at all times and for all purposes under the terms of this Agreement, the Oakland Schools’ and/or any and all Oakland Schools Agents’ legal status and relationship to the County shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.

12. **Termination Or Cancellation Of Agreement**. Either Party may terminate or cancel this Agreement for any reason upon sixty (60) days written notice to the other Party. The effective date for termination or cancellation shall be clearly stated in the notice. The Parties shall not be obligated to pay a cancellation or termination fee, if this Agreement is cancelled or terminated as provided herein. Notwithstanding, Oakland Schools shall be entitled to all fees for Services requested by County and commenced by Oakland Schools before the end of the sixty (60) days written notice.
13. **Discrimination**. The Parties shall not discriminate against their employees, agents, applicants for employment, or another person 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.
14. **Record Retention**. The Parties agree 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 the County, , Oakland Schools or law.
15. **Delegation/Subcontract/Assignment**. Except as otherwise provided herein, neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **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.
17. **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.
18. **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.
19. **Notices**. All notices regarding this Agreement are to be in writing and delivered in person, via electronic mail, or mailed by first class mail postage paid, by one Party to the other Party at the Party's respective address set forth in the preface of this Agreement. Notices which are e-mailed shall be deemed given on the next business day after it is sent. Notices that are mailed shall be deemed to have been given as of the second business day following the date of mailing.
 - 19.1. If Notice is sent to the County, it shall be addressed and sent to: 1200 North Telegraph, Pontiac, Michigan 48341.
 - 19.2. If Notice is sent to Oakland Schools, it shall be addressed and sent to: The Superintendent, 2111 Pontiac Lake Rd., Waterford, MI 48328.
 - 19.3. Either Party may change the address and/or individual to which Notice is sent by

notifying the other Party in writing of the change.

20. **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.
21. **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.
22. **Agreement Modifications Or Amendments.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties. The Parties agree that no such modification, rescission, waiver, release or amendment of any provision of this Agreement shall become effective against the County unless signed for by the Oakland County Board of Commissioners. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
23. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties along with the Agreement Documents. In entering into this Agreement, Oakland Schools acknowledges that it has not relied upon any prior or contemporaneous agreement, representation, warranty, or other statement by the County and/or any 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.
- 23.1. If there is a contradicting term or condition in any Exhibit to this Agreement, the Agreement controls.
- 23.2. 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.

OAKLAND SCHOOLS:

BY: _____ DATE: _____

BY: _____ DATE: _____

THE COUNTY OF OAKLAND

BY: _____ **DATE:** _____

Chairperson, Oakland County Board of Commissioners