

AGREEMENT FOR REIMBURSEMENT OF ELECTION COSTS
BETWEEN
OAKLAND COUNTY
AND
OAKLAND COUNTY ZOOLOGICAL AUTHORITY

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This Reimbursement of Election Costs Agreement (the "Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the Oakland County Zoological Authority, a public corporate body, ("Authority"). In this Agreement the County shall be represented by the Oakland County Clerk, in her official capacity as a Michigan Constitutional Officer. The County and the Authority may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, et seq., and the Zoological Authorities Act, 2008 PA 49, MCL 123.1161, et seq., the County and the Authority enter into this Agreement for the purpose of reimbursing the County for the actual costs it incurs relative to an election approving an Authority sponsored tax proposal.

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 nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Authority** means the Oakland County Zoological Authority, a Zoological Authority under Public Act 49 of 2008 and an Authority under Section 6 of Article IX of the state constitution of 1963, including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Municipalities** mean the fifty-one cities or townships in Oakland County that conduct local elections.

2. COUNTY RESPONSIBILITIES.

- 2.1. The County shall place on all County-wide ballots a tax proposal presented to the County Clerk, by the Authority at least seventy-days prior to an election and meeting all other requirements of Michigan Election law.
- 2.2. The County shall provide the Authority with an itemized list of the actual costs the County incurs in an election where a majority of the electors in the county approve an Authority tax proposal. The itemized list of costs shall be provided to the Authority no later than ninety (90) days after the date of the election.
- 2.3. On behalf of County Municipalities, County shall provide the Authority with an itemized list of the actual costs the Municipalities incur that are exclusively attributable to the election if a majority of the electors in the county approve an Authority tax proposal. In the event that the Authority tax proposal is not held in conjunction with a regularly scheduled election in a municipality within Oakland County, and the voters approve the Authority tax proposal, County shall also provide the Authority with an itemized list of the actual costs the Municipalities incur in conducting the election.

3. AUTHORITY RESPONSIBILITIES.

- 3.1. Pursuant to MCL 168.646a, no later than seventy (70) days prior to each election in which the Authority wishes to have a tax proposal appear on the ballot, the Authority shall provide the County with a resolution of the Authority Board containing the language to be placed on the ballot.

4. DURATION OF INTERLOCAL AGREEMENT.

- 4.1 The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 4.2 Unless extended by mutual, written agreement by both Parties, this Agreement shall remain in effect for one (1) year from the date the Agreement is completely executed by all Parties or until the Authority reimburses the County as provided herein, whichever event occurs first.

5. PAYMENTS.

- 5.1. The County shall prepare and forward to the Authority an itemized invoice for the actual costs the County incurs pursuant to this Agreement. The Authority agrees to pay the full

amount of the actual costs shown on any such invoice within thirty (30) calendar days after the date shown on any such invoice.

- 5.2. The Authority shall reimburse the Municipalities directly for the costs properly provided to it by County herein on behalf of the Municipalities in accordance with MCL 123.1181.

6. **ASSURANCES.**

- 6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 6.2. This Agreement does not create any direct or indirect obligation or right to be indemnified (i.e., contractually, legally, equitably or by implication) nor any right to be subrogated to any rights in this Agreement.
- 6.3. 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.
- 6.4. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

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. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

9. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under the Agreement without the prior written consent of the other Party.

10. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.

11. **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.

11.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Clerk, 1200 North Telegraph Road, Pontiac, Michigan, 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.

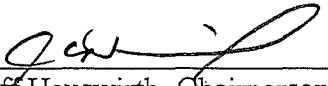
11.2. If Notice is sent to the Authority, it shall be addressed to: Chairperson, Oakland County Zoological Authority, C/O Director, Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.

11.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

12. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by 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 or related to this Agreement shall be brought in the 6th 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.

13. **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.

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

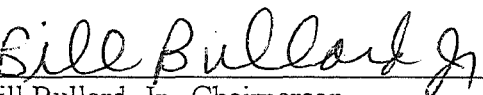
EXECUTED: 
Jeff Hauswirth, Chairperson,
Oakland County Zoological Authority

DATE: 8/19/08

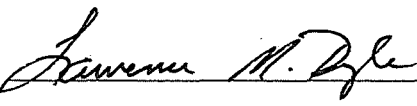
WITNESSED: 

DATE: 8/19/08

IN WITNESS WHEREOF, Bill Bullard, Jr., 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 Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

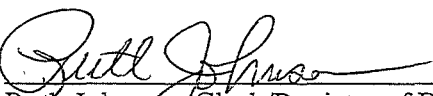
EXECUTED: 
Bill Bullard, Jr., Chairperson
Oakland County Board of Commissioners

DATE: 8/14/08

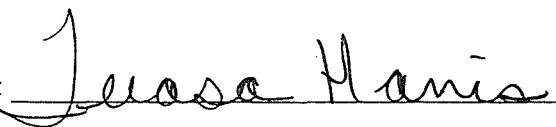
WITNESSED: 

DATE: 8/14/08

IN WITNESS WHEREOF, Ruth Johnson, in her official capacity as the Oakland County Clerk, a Michigan Constitutional Office, hereby concurs and accepts the terms and conditions of this Agreement.

EXECUTED: 
Ruth Johnson, Clerk/Register of Deeds
County of Oakland

DATE: 8/20/08

WITNESSED: 

DATE: 8/20/08