

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE  
PAID ASSESSMENT INTERN, MENTORING AND TRAINING PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE PAID ASSESSMENT INTERN, MENTORING AND TRAINING PROGRAM** (hereinafter referred to as the “Agreement”) made and entered into on this 1<sup>st</sup> day of August 2022, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”), the **TOWNSHIPS OF \_Hartland and Genoa** which are municipal corporations and political subdivisions of the State of Michigan, (hereinafter collectively referred to as the “Townships”) AND the **CITIES OF Brighton** which are municipal corporations and political subdivisions of the State of Michigan, (hereinafter collectively referred to as the “Cities”). The municipal corporations which are signatories to this Agreement are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County, Townships and Cities desire to coordinate and implement a cooperative paid internship, mentoring and training program for qualified and newly certified Michigan Certified Assessing Technicians (“MCAT”) to train, mentor and otherwise assist in developing on the job working and professional development experiences for individuals seeking future permanent employment in the assessment administration field (the “Program”);

**WHEREAS**, the Parties desire to enter in to this Agreement to memorialize the Parties’ agreement in the selection of interns and other matters regarding administering the Program; the cooperative efforts by the Parties to work together meet the goals and objectives of the Program; and define the respective financial and contractual obligations with regards to the payment to the interns and allocation of liabilities.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**1. Agreement Term.** This Agreement shall go into effect, and performance thereon shall commence, on the \_\_\_\_ day of \_\_\_\_\_ 2022 and shall continue for the terms of \_\_\_\_ or until terminated by a party – with or without cause -- upon 30 calendar days prior written notice before the expiration of the term.

**2. Responsibilities of the Parties.** The current intent is that the \_Livingston County Assessor’s Association will semiannually interview and select a candidate to participate in the Program. The Parties will schedule the Intern to intern with each Party on an at-will basis for not more than a six month cumulative duration, for not greater than 2.5 days per week equivalent, and subject to any reasonable requirements of the County, Townships, or Cities including, but not limited to execution by the participant in an Internship Agreement (the “Intern”).

During this six (6) month Program mentoring term, the County, Cities and Townships will provide the job working and professional development experiences to the Intern for the term approximates **two month** mentoring assignment at the location of the assigned mentoring Party.

The schedule for the Intern mentoring assignment shall be planned jointly by the Parties. Any changes in the schedule must be approved by all Parties to this Agreement prior to implementation of a new schedule.

During each two month term mentoring assignment, the assigned mentoring Party shall be solely responsible for payment to the intern in the gross sum of \$15.00 per hour (current), as well as any taxes or other deductions required by law.

The assigned mentoring Party shall both designate an individual who shall be available to the Intern to be a primary mentor and who is available answer all questions and assist in the implementation of the purposes of this Program. The Intern shall not displace regular employees of the assigned mentoring Party, but when assigned to the Party, work under the assigned mentoring Party's close observation. The assigned individual at the Party shall acquaint the Interns with the Party's rules, regulations, policies and expectations.

The assigned mentor Party, during the term of Intern's two month term mentoring assignment, shall maintain any and all liability or compensation insurance regarding the assignment of the Intern, shall maintain attendance records for the Intern; shall assure the safety of the Intern while under their supervision; and will provide the Intern with its rules, regulations, and policies that directly affect the interns placed at the Parties site. Each assigned mentoring Party here certifies that it will, as a term of this Agreement, contact the Michigan Municipal Risk Management Authority or the Party's individual insurer and confirm to its satisfaction that there is existing insurance coverages (including, but not limited to general liability and workers compensation) necessary to employ the paid Intern. The Comprehensive General Liability Insurance or its equivalent, shall provide coverage limits of at least \$1,000,000 per incident, \$3,000,000 aggregate, that covers its employees whenever the liability may exist. The other Parties to this Agreement may require proof of insurance be provided.

The County will be responsible for providing the administrative and coordination support for the operational elements of the Program. Each Party shall cooperate with the other Parties to plan, coordinate and implement the elements and expectations of the Program so as to maximize the job working and professional development experiences of the Intern.

3. **Early Termination of the Intern Mentoring Assignment or Termination From the Program.** During the term of Intern's two month term mentoring assignment, the assigned and scheduled mentoring Party shall retain the absolute authority, in its sole discretion, to terminate the Intern's placement or assignment with that Party, with or without cause but with notice to both the Intern and other Parties to this Agreement.

If an assigned and scheduled mentoring Party is considering terminating the Intern's placement or assignment is encouraged to inform the other Parties immediately if an issue develops that potentially affects the Intern's continued placement. The other Party's may elect to, but are not required to, place the Intern with another Party for the remaining duration of the mentoring Party's scheduled term; or the Parties may elect, in their sole discretion, to terminate the Intern from the remainder of the Program term.

4. **Liability.** All liability, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities of the County will be the sole responsibility of the County and not the responsibility of the Townships or Cities. All liability, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities of the Cities will be the sole responsibility of the Cities and not the responsibility of the County or Townships. All liability, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities of the Townships will be the sole responsibility of the Townships and not the responsibility of the County or Cities. Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by the County, Cities or Townships, or each Party's respective agencies, elected or appointed officers, and employees.

5. **Nondiscrimination.** The Parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment or for participation in the Program because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs, or any other classification protected by law. Breach of this covenant shall be regarded as a material breach of this Agreement.

6. **Compliance with the Law.** The parties hereto mutually agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in performing their obligations pursuant to the Agreement.

7. **No Third Party Beneficiary.** This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the County, Cities and Townships who are parties to the Agreement. Without limiting the generality of the foregoing, no rights are intended to be created for any Intern or prospective Intern, parent or guardian of any Intern or prospective Intern, employer or prospective employer of any Intern.

8. **Sole Conduct.** In the performance of their respective duties and obligations under this Agreement, the County and each Township and City are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for only its sole conduct.

9. **Venue.** This Agreement is governed by Michigan Law. Any and all suits for any breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the State of Michigan pursuant to applicable statutes and court rules.

10. **Waivers.** No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereinunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege.

11. **Modification of Agreement.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

12. **Assignment or Subcontracting.** The Parties to the Agreement may not assign, subcontractor or otherwise transfer their duties and/or obligations under this Agreement.

13. **Disregarding Titles.** The titles of the sections set for this Agreement are inserted for the convenience of reference only and shall not be disregarded when construing or interpreting any of the provisions of this Agreement.

14. **Completeness of this Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or binding any of the parties hereto.

15. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of the Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

16. **Certification of Authority to Sign Agreement.** The person signing on behalf of the parties hereto certifies by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that said parties have authorized this Agreement.

**[Signature page to follow]**

**IN WITNESS THEREOF**, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

**COUNTY OF LIVINGSTON  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
, Chairperson

\_\_\_\_\_  
Date

City of Brighton 10/6/22  
Date  
Sutchen Gould  
\_\_\_\_\_  
, Department  
Acting City Manager / Finance Director

**HARTLAND TOWNSHIP**

Jim B H 1/27/2022  
Date

James Heaslip  
Hartland Township Assessor

Bill Fogus 2/7/2022  
Date  
SUPERVISOR

J. H. Lane 2/10/2022  
Date  
Clerk's , Department