

INTERLOCAL AGREEMENT  
JOINT SENIOR SERVICES

This Interlocal Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Village of Beverly Hills, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the Village of Bingham Farms, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the City of Birmingham, a Michigan municipal corporation located at 151 Martin Street; and the Village of Franklin, a Michigan municipal corporation located at 32325 Franklin Road.

WHEREAS, this Interlocal Agreement is for the governmental units which are parties hereto to join together to establish a Commission for the purposes set forth herein pursuant to and under the authority of the Urban Cooperation Act, Act 7 of the Public Acts of 1967, amended; Act 39 of the Public Acts of 1976, as amended; Act 35 of the Public Acts of 1951, as amended and Act 150 of the Public Acts of 1923, as amended.

WHEREAS, the current facility located at 2121 Midvale, Birmingham, Michigan that is used as an Active Adult Activity Center is provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education. The current arrangement date January 2019 outlining this arrangement is appended as Exhibit A to this Agreement.

IT IS AGREED AS FOLLOWS:

ARTICLE I – PURPOSE

The purpose of this Interlocal Agreement is to establish an Active Adult Commission to provide activities and services for older persons, defined as those individuals fifty (50) years of age or older residing in the governmental units which are parties to this Agreement. The activities and services to be provided shall include, but are not limited to, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of older persons. This Commission may also include the joint ownership and operation of an Active Adult Activity Center.

The Active Adult Commission shall serve as a policy-making body and engage an Executive Director who shall be charged with managing the day-to-day operations of the organization and reporting directly to the Active Adult Commission.

ARTICLE II – ACTIVE ADULT ACTIVITY CENTER

Should the parties wish to secure a facility to own and/or operate an Active Adult Activity Center, each governmental body shall, by resolution, confirm their commitment to this effort and its respective funding. Upon approval of the required funding necessary to secure and/or construct an Active Adult Activity Center, the Commission may contract, own, operate

and manage a joint Active Adult Activity Center to provide activities and services for older persons in accordance with its Purpose. Upon approval by the governmental bodies, the Commission shall have the authority for the purpose of acquisition of a site and building or the acquisition of a site and construction of a building, as the parties hereto may agree to in the future. The contribution of funds for this purpose shall also serve as the allocation for distribution in the event of dissolution of the Commission.

### ARTICLE III – ACTIVE ADULT COMMISSION

#### SECTION 1. CREATION OF AN ACTIVE ADULT COMMISSION.

Upon the signing of this Agreement by the parties hereto and the filing of it with the Oakland County Clerk and upon or after the effective date of this Agreement, the Active Adult Commission shall be created as a separate public corporation pursuant to the statutory authority cited herein, with the powers, functions and duties provided in this Agreement and by law.

#### SECTION 2. NAME.

The initial name of the governing body shall be the Active Adult Commission. The Commission may recommend a new name. Upon approval of a new name, the parties hereto shall enter into a written Amendment of this Agreement and file it with the Oakland County Clerk, which filing shall have the effect of changing the name.

#### SECTION 3. MEMBERSHIP OF COMMISSION.

- A. The Commission shall be composed of a total of Seven (7) members with representation from each respective governmental body. The allocation, as consistent with Section F below, shall be as follows:
  - 1.) Three (3) members-at-large from the City of Birmingham.
  - 2.) Two (2) members-at-large from the Village of Beverly Hills.
  - 3.) One (1) member-at-large from the Village of Bingham Farms.
  - 4.) One (1) member-at-large from the Village of Franklin.
  
- B. The Village Councils and City Commission shall, by Resolution, appoint its members, who shall serve at the pleasure of the respective Village Councils and City Commission and may be removed by Resolution of the respective Village Councils and City Commission at any time, with or without cause. The timing for the appointment of members should be determined by the Village Councils and City Commissions, but not later than sixty (60) days after the effective date of this Agreement.

- C. Commission members shall serve for a term of three (3) years, not exceeding two (2) terms. The terms shall commence as follows:
- 1.) Three (3) members-at-large from the City of Birmingham. Initial appointments shall be for one year, two year and three year terms respectively for establishing an interval of future appointments. Going forward all terms shall be three years.
  - 2.) Two (2) members-at-large from the Village of Beverly Hills. Initial appointments shall be for two year and three year terms respectively for establishing an interval of future appointments. Going forward all terms shall be three years.
  - 3.) One (1) member-at-large from the Village of Bingham Farms.
  - 4.) One (1) member-at-large from the Village of Franklin.
- D. Any vacancy on the Commission arising for any reason shall be filled by appointment within thirty (30) days of the vacancy, for the remainder of the unexpired term. In the event the Commission stands as an even number, the highest populated governmental body will receive an additional Commission member, to be appointed by that governmental body. This Commission member shall serve until its position is no longer necessary to establish an odd number on the Commission, not exceeding the term limit listed in this Section.
- E. Members of the Commission shall serve without compensation.
- F. The allocation of Commission members for each party hereto shall be determined according to the following population amounts: governmental bodies with populations over 20,000 shall receive three (3) commission members; governmental bodies with populations between 10,000 and 19,999 shall receive two (2) commission members; and governmental bodies with populations under 10,000 shall receive one (1) commission member.
- G. If potential new members wish to join as a party to this Interlocal Agreement following its execution, they shall submit a written request to the Commission at its Registered Office. The Commission shall then consider such request at a future meeting. The Commission shall consider the related demands on services and costs to the organization in relation to the revenues and benefits from such change. Upon conclusion of its review and analysis, the Commission shall advise each governmental unit of its recommendation. Should the Commission agree to recommend new membership under this Agreement, it shall provide such recommendation with related analysis to the governmental units to amend this Agreement by a majority vote of the existing governmental units. New membership shall begin either in January or July and would be prorated accordingly based on the time of the fiscal year.

SECTION 4.        OFFICERS.

- A. The Commission shall elect at its first meeting of each year, from its membership, a Chairperson, Vice Chairperson and Secretary, who shall hold office for terms of one (1) year, and until a successor is appointed, or until a resignation or removal.
- B. Vacancies in any office shall be filled by the Commission within thirty (30) days of the vacancy, for the remainder of the unexpired term.
- C. The Chairperson shall preside at all meetings of the Commission and shall have all privileges and duties of a Commission member. The Vice Chairperson shall preside at all meetings of the Commission at which the Chairperson is absent. The Secretary shall keep or cause to be made, all non-financial records, reports and minutes required by this Agreement and applicable law and shall be charged with assuring compliance with the Open Meetings Act and the Michigan Freedom of Information Act.

SECTION 5.        MEETINGS.

- A. The Commission shall meet at least four times a year and shall at its first meeting of each year establish a regular meeting schedule which shall be posted at the offices of the parties hereto in similar form and within similar times as required by law for governmental meeting schedules.
- B. Special meetings of the Commission may be called by the Chairperson, or in the absence of the Chairperson, by the Vice Chairperson.
- C. Each Commission member shall receive five (5) days written notice of all regular meetings and two (2) days written notice of all special meetings. All notices of all meetings shall be posted as required by the Michigan Open Meetings Act.
- D. All meetings of the Commission shall in every respect, conform with the requirements of the Open Meetings Act, Act 267 of 1976, as amended.

SECTION 6.        QUORUM.

In order to conduct business, a quorum must be present which shall consist of a majority of the Commission.

SECTION 7.        VOTING.

A majority of the Commission shall be necessary for the Commission to take any official action at a regular or special meeting.

SECTION 8. MINUTES.

Complete written minutes of all Commission meetings shall be kept in compliance with the applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all Commission members and the municipal Clerk of each of the parties hereto as soon as reasonably possible following a Commission meeting.

SECTION 9. RULES.

Robert's Rules of Order, when not in conflict with this Agreement or any rules the Commission may adopt, shall govern all meetings.

SECTION 10. REGISTERED OFFICE.

The initial registered office of the Commission shall be the office of \_\_\_\_\_ . The Commission may designate another location as the registered office.

SECTION 11. PRIVILEGES AND IMMUNITY FROM LIABILITY.

All of the privileges and immunities from liability, and exemptions from law, ordinances and rules, which apply to the activity of officers, representatives, members, agents and employees of the parties hereto shall apply to the same degree and extent to the performance of such functions and duties of such officers, representatives, members, agents and employees of the Commission under this Agreement.

ARTICLE IV – POWERS

SECTION 1. GENERAL POWERS.

The Commission shall have the following powers, authority and obligations:

- A. Subject to the approval of the governing bodies of each of the parties hereto, the Commission may purchase, lease, construct, own, receive, exercise right of dominion over and hold in its own name, property, including land, buildings and appurtenances for the express purpose of providing adult services and operating an Active Adult Activity Center.
- B. Subject to the approval of the governing bodies of each of the parties hereto, the Commission may contract with any other governmental units, public agencies, or private persons or organizations, as appropriate, to carry out Commission functions or fulfill Commission obligations. Approval of the governing bodies of the parties hereto shall not be required for a contract with private persons or organizations when the contract involves less than \$\_\_\_\_\_ in expenditures, or is an employment contract or for a purchase authorized in the current approved fiscal year budget, as provided herein.

- C. Hire and employ a director and such other personnel as may be determined necessary, who shall serve at the pleasure of the Commission, subject to applicable law.
- D. Accept funds, grants, voluntary work, or other assistance, to carry out Commission functions and obligations, from any source, public or private, including, but not limited to, local government funding of specific projects, state and federal grants and private donations. Any application for grants or other public funding shall be communicated to the parties hereto prior to submittal.
- E. Operate and establish policy and rules governing the use of providing adult services and operating an Active Adult Activity Center not inconsistent with State or local law.
- F. Conduct in its own name a transportation program for older persons and disabled persons in the governmental units which are parties hereto.
- G. Conduct and carry out any program, activity or function which advances and directly relates to the purposes expressed in Article I.

SECTION 2. LIMITATIONS ON AUTHORITY.

The Commission shall have no power or authority to levy any type of tax within the governmental units which are parties hereto or to issue any type of bond in its name, or in any way indebt any of the parties hereto. The Commission shall not interfere with the day-to-day operations of providing services or operating an Active Adult Activity Center as this authority and responsibility will reside with the director.

SECTION 3. INSURANCE.

The Commission shall obtain policies of insurance, as part of its budget, for comprehensive liability and property damage, workers' compensation, the construction and operation of providing adult services and operating an Active Adult Activity Center, and other appropriate and necessary purposes. The Commission shall have the parties hereto named as "named insureds", on the comprehensive liability and property damage insurance policy.

ARTICLE V – FINANCE

SECTION 1. FISCAL YEAR.

The fiscal year of the Commission shall be from July 1<sup>st</sup> through June 30<sup>th</sup> each year.

SECTION 2. ANNUAL BUDGET.

Each year the Commission shall develop an annual budget in such detail as required by Act 2 of the Public Acts of 1968 of the State of Michigan as amended from time to time, which shall include all sums necessary to carry on the programs and services authorized herein for active adults, including transportation, education, activities and operation of an Active Adult Activity Center, etc.

Annually, by January 31st of each year, a budget request shall be submitted to the City Clerk of each of the parties for consideration of funding allocations in the coming fiscal year which shall outline the programs to be carried on for the ensuing year, together with the costs projected for those programs. Upon the approval of a budget, the Commission shall be bound to carry on only such programs and expend such funds as approved in the budget for the ensuing year by the parties hereto who are participating in this Agreement.

Should a separate funding source be used to fund the activities of the Commission, this section shall be amended accordingly.

**SECTION 3. ADMINISTRATION.**

The Commission may engage an Executive Director and related staff to manage the day-to-day operations to fulfill its purpose consistent with its annual approved budget. The Executive Director shall have the authority to manage the daily operations and shall report regularly to the Commission. The Executive Director and staff are not employees of the governmental units who are parties to this agreement.

**ARTICLE VI – ON – GOING RESPONSIBILITIES & DISSOLUTION**

**SECTION 1. PARTICIPATION.**

The parties hereto agree that they will participate in the activities and programs and provide funds on an on-going basis consistent with existing funding contributions currently made to Birmingham NEXT for these services for fiscal year 2020-2021 unless or until terminated in accordance with this Agreement. The parties may annually adjust these funding contributions during each subsequent fiscal year as approved by the municipal governing bodies. These funds are intended to supplement revenue income from the Commission’s activities.

<b><u>Community</u></b>	<b><u>Population (2018 Est.)*</u></b>	<b><u>2019 SEV**</u></b>	<b><u>Percentage of SEV</u></b>	<b><u>Contribution Amount</u></b>	<b><u>Percentage of Contribution</u></b>
Birmingham	21,322	3,192,674,170	68%	\$107,944	67%
Beverly Hills	10,410	800,972,340	17%	\$38,375	24%
Bingham	1,152	205,360,240	5%	\$4,290	3%

Farms					
Franklin	3,255	443,872,130	10%	\$10,000	6%

\*www.worldpopulationreview.com or U.S. Census, if available.

\*\*2019 Oakland County Equalization Report

SECTION 2. DETERMINATION OF PARTICIPATION.

The parties hereto may terminate its membership only by giving six (6) months written notice to the Commission and the governing bodies of the parties hereto, no later than January 1 of any year in which such termination shall be effective. If notice of termination is given, that party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual termination and according to the budget obligations approved for that fiscal year.

SECTION 3. ALTERNATE FUNDING

The parties hereto agree that the local municipalities have sole control of the choice of the funding source consistent with the proportions approved by the governing body in each governmental unit. These proportions may change from time to time (depending upon the percentage of the state equalized value and the number of participants) to finance transportation, programs, activities and services for active adults, and to operate equipment and maintain the Adult Activity Center to the extent of the maximum authorized millage rate pursuant to state law on each dollar of state equalized value for taxable property in the Villages and City.

The parties acknowledge the communities have the sole authority to fund the obligations created herein with whatever means they deem appropriate which includes, but is not limited to a senior millage, contributions from other revenue sources, bonding, or CBDG funds.

In the event that a governmental body has not approved a similar millage proposition, that governmental unit’s on-going funding of the Commission’s activities and programs shall be determined on a yearly basis equal to the proposed millage allocation. In the alternative, the Commission may set as a reasonable yearly membership fee for that governmental unit’s residents which is equitable in regard to the benefits derived from the various programs by that governmental unit’s residents. The governmental body participating in this membership option may continue to appoint a member or members to the Commission, as established by Article III, who shall have full voting rights.

SECTION 4. DISSOLUTION.

Upon three (3) of the parties hereto terminating participation in this Agreement, the termination shall cause a dissolution of the Commission. Any such assets shall be distributed to the Villages of Beverly Hills, Bingham Farms, Franklin and the City of Birmingham, according to a percentage determined by their initial contributions for the acquisition of land, property and/or



construction of a building as set forth in Article II. As to any assets which may not be so divided or distributed, the parties hereto shall cause an appraisal to be conducted and the assets sold at a value at or above the appraisal value. Upon the sale, the funds derived shall be distributed to the parties hereto according to their percentage interest as it established in Article VI.

SECTION 5. REPORTING.

The Commission shall submit an annual report to the respective communities detailing membership amounts, programming participation, activities and services accomplished and funded by the budget, and any other relevant reporting items requested.

ARTICLE VII – MISCELLANEOUS PROVISIONS

SECTION 1. AMENDMENTS.

This Agreement may be amended in whole or in any part by written agreement of all of the parties who are parties to the Agreement at the time of any Amendment.

SECTION 2. APPLICABLE LAWS.

The Commission shall fully comply in all activities with applicable local, state and federal laws, regulations, grant conditions and contract provisions.

SECTION 3. STATE APPROVAL.

As soon as reasonably practicable after the effective date of this Agreement, this Agreement shall be officially submitted to the office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

SECTION 4. EFFECTIVE DATE.

This Agreement shall be in full force and effect and the Commission shall be considered as established as an operating public corporation on the date this Agreement is signed by all parties and a copy is filed with the Oakland County Clerk.

SECTION 5. DURATION.

This Agreement shall remain in effect and continue on an indefinite basis and shall only be terminated according to the terms hereof.

SECTION 6. EFFECT OF AGREEMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the residents of each of the governmental units hereof.

VILLAGE OF BEVERLY HILLS

By: \_\_\_\_\_

VILLAGE OF BINGHAM FARMS

By: \_\_\_\_\_

CITY OF BIRMINGHAM

By: \_\_\_\_\_

VILLAGE OF FRANKLIN

By: \_\_\_\_\_