

CITY OF BIRMINGHAM
AD HOC JOINT SENIOR SERVICES COMMITTEE

CITY HALL: ROOM 202/203
151 MARTIN ST., BIRMINGHAM, MI
(248) 530-1850

REGULAR MEETING AGENDA
FRIDAY, OCTOBER 10, 2019, 8:30 A.M.

1. ROLL CALL
2. INTRODUCTION OF GUESTS
3. APPROVAL OF MINUTES
4. DISCUSSION ITEM - DRAFT INTERLOCAL AGREEMENT FOR SENIOR SERVICES -
5. PUBLIC COMMENT
6. ADJOURN

INFORMATIONAL ITEMS:

- A. AGREEMENT BETWEEN NEXT AND SCHOOL DISTRICT
- B. NEXT 2018/2019 Impact Report

Persons with disabilities that may require assistance for effective participation in this public meeting should contact the City Clerk's Office at the number (248) 530-1880, or (248) 644-5115 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-5115 (para las personas con incapacidad auditiva) por lo menos un día antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964).

City of Birmingham
AD HOC JOINT SENIOR SERVICES COMMITTEE

Older Persons Commission
650 Letica Dr., Rochester, MI 48307
Tuesday, November 20, 2018

MINUTES

Chairman Gordon Rinschler convened the meeting at 8:37 a.m.

1. **ROLLCALL**

Present: Patty Bordman, Birmingham City Commission
Rachel Guinn, Birmingham Public Schools Deputy Superintendent
Gordon Rinschler, Birmingham Community Resident
Joe Valentine, Birmingham City Manager
Dorothy Pfeifer, Beverly Hills Community Resident
Jim Creech, Franklin Village Administrator
Eileen Pulker, Franklin Village Clerk

Absent: Ed Saenz, Franklin Village Council
Adrienne Young, Birmingham Public Schools School Board Member
James Delaney, Beverly Hills Council Member
Chris Wilson, Beverly Hills Village Manager

Administration:

3. **Tour of OPC Facility**

Older Person's Commission (OPC) Executive Director, Renee Cortright, provided a tour of the facility for the Committee while outlining the following points.

The OPC is a 90,000 sq. ft. facility which includes an auditorium, wood shop, kitchen and dining room, adult day services, conference rooms, computer lab, gym with walking track, library, exercise studio and swimming pool. It has a total of 120 employees comprised of 15 full-time. The facility welcomes approximately 900 people per day and has 15,000 registered members. 1200 members are from out of the service area. There are about 1,000 volunteers that help serve food throughout the year. A multipurpose room is essential to the use of the facility. Transportation services are another key benefit.

Following the tour, the committee discussed the operation of the organization and was informed the OPC operates as a 501(c)3 under a 10-year millage of .23 mills

per year of which .1 mills is for transportation services. Their governing board is comprised of 1 council representative and 1 resident representative from Rochester Hills, Oakland Township and Rochester. The governing board is responsible for the general oversight of the organization, preparing annual audits and reporting to the member municipalities. The municipal members approve the budget for the organization and the operating millages.

Suggestions for the creation of a similar organization included the inclusion or reference of the organization's by-laws in the interlocal agreement, proving term limits for governing board members and soliciting community champions to help support the organization.

The OPC has also been served well through contracting with other organizations in providing services.

The committee discussed the next steps should involve the drafting of an interlocal agreement to begin discussing how this template could be applied to our current communities. Staff was asked to prepare a draft interlocal agreement for the next meeting to start this discussion.

6. PUBLIC COMMENT (none)

7. ADJOURNMENT

No further business being evident, the Committee adjourned at 10:05 a.m.

Submitted by Joe Valentine



MEMORANDUM

Office of the City Manager

DATE: October 1, 2019

TO: Ad Hoc Joint Senior Services Committee

FROM: Joseph A. Valentine, City Manager

SUBJECT: DRAFT Interlocal Agreement

At the Committee's last meeting, which involved a site visit to the Older Person's Commission (OPC) Senior Center in Rochester, there was a request for staff to prepare a draft Interlocal Agreement in order to start a conversation about how a similar arrangement could work for the communities supporting NEXT. In follow up to the Committee's request, staff has prepared a draft Interlocal Agreement based on the Interlocal Agreements used for the OPC.

The attached document was drafted with the intent of formalizing the existing structure and allow for expansion and growth of the entity for the future should a physical facility become an asset of the new entity. This draft is envisioned as a starting point for discussion purposes by the Committee to explore the potential opportunity for formalizing the existing structure.

Enclosed with this communication are the draft Interlocal Agreement for the current member communities, along with the initial and current Interlocal Agreements used for the OPC for reference and discussion.

INTERLOCAL AGREEMENT
JOINT SENIOR SERVICES

This Interlocal Agreement is entered into as of the ____ day of _____, 2019, by and between the Village of Beverly Hills, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; 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; 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.

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-five (55) 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 service 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

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.

Should the parties wish to secure a facility to own and 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, 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 member municipality as follows:
 - 1.) Two (2) elected members and one (1) member-at-large from the City of Birmingham.
 - 2.) One (1) elected member and one (1) member-at-large from the Village of Beverly Hills
 - 3.) One (1) elected member or one (1) member-at-large from the Village of Bingham Farms
 - 4.) One (1) elected member or 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. Commission members who are members of the Village Councils and City Commission shall not serve beyond their term on the Council or Commission unless specifically appointed as a citizen-at-large.
- C. Commission members shall serve for a term of ____ years commencing _____.

- 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.
- E. Members of the Commission shall serve without compensation.

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 twice 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 Clerk of each of the parties hereto as soon as reasonably possible following a Commission meeting.

SECTION 9. RULES.

Robert's Rules of Order and the Michigan Open Meetings Act, 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, 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, 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.

- A. 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.

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, through June 30.

SECTION 2. ANNUAL BUDGET.

The Commission shall each year develop an annual budget in such detail as required by Act 2 of the Public Acts of 1968 of the State of Michigan, 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 1st 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.

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 2019-2020 unless or until terminated in accordance with this Agreement. The parties may annual 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.

The parties agree hereto may agree to pursue a Senior Millage as a funding source consistent with propositions approved by the electors in each of the governmental units, to finance transportation, programs, activities and services for active adults and to operate, equip and maintain and Active Adult Activity Center to the extent of a levy up to _____ mills on each dollar of State Equalized Valuation of all taxable property in the Villages and City.

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. 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 II.

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: _____

DRAFT

1960 Black Community
F. D. Wilson

RECEIVED

INTERLOCAL AGREEMENT
AVON-OAKLAND-ROCHESTER
OLDER PERSONS' COMMISSION

OFFICE OF THE AVON
CHARTER TOWNSHIP CLERK

WHEREAS, this Interlocal Agreement is for the governmental units which are parties hereto to join together to establish an Older Persons' 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, as 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.

IT IS AGREED AS FOLLOWS:

ARTICLE I - PURPOSE

The purpose of this Interlocal Agreement is to establish an Older Persons' Commission to provide activities and services for older persons, defined as those individuals sixty (60) 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, the joint ownership and operation of an older persons' activity center, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of older persons.

ARTICLE II - OLDER PERSONS' ACTIVITY CENTER

The parties hereto have set aside certain Community Block Grant funds to acquire or construct an Older Persons' Activities Center to be located in one of the governmental units which are parties hereto. Funds set aside for this purpose are as follows:

Charter Township of Avon	\$343,800.00
City of Rochester	\$101,500.00
Oakland Township	\$ 26,800.00

The parties hereto pledge and agree to make available the stated funds 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, for purposes of providing the older persons residing in the respective governmental units an activity center.

ARTICLE III - OLDER PERSONS' COMMISSION

SECTION 1. CREATION OF AN OLDER PERSONS' COMMISSION

Upon the signing of this Agreement by the parties hereto and the filing of it with the Oakland County Clerk, the Older Persons' 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 Older Persons' Commission shall be the Avon-Oakland-Rochester Older Persons' 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 seven (7) members, except as otherwise provided in Article IV, as follows:

- 1.) Two elected members from the Township Board of the Charter Township of Avon.
- 2.) One elected member of the Rochester City Council.
- 3.) One elected member of the Oakland Township Board, or a resident of Oakland Township appointed by the Oakland Township Board.
- 4.) Two older persons residing in the Charter Township of Avon appointed by the Avon Township Board.
- 5.) One older person residing in the City of Rochester appointed by the Rochester City Council.

B. The Township Boards and City Council shall, by Resolution, appoint its Commissioner(s), who shall serve at the pleasure of the Township Boards or City Council and may be removed by Resolution of the Township Boards or City Council at any time, with or without cause. Commissioners who are members of the Township Boards or City Council shall not serve beyond their term on the Boards or Council unless specifically appointed as a citizen-at-large.

C. Commissioners appointed as citizens-at-large, except for a citizen appointed by the Oakland Township Board who shall serve at the pleasure of that Board, shall serve for a term of three (3) years commencing January 1, 1983. In the case of the two (2) Commissioners appointed as citizens-at-large from Avon Township, the first appointment shall be for a three (3) year term and the second for a one (1) year term expiring December 31, 1983.

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.

E. Members of the Commission shall not be paid for attending meetings of the Commission.

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 elected, 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 Commissioner. 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 once every two months 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 Commissioner 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 Commissioners and the Clerk of each of the parties hereto as soon as reasonably possible following a Commission meeting.

SECTION 9. RULES.

Robert's Rules of Orders, 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 Charter Township of Avon, 1275 West Avon Road, Rochester, Michigan 48063. 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, 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 an older persons' activity center.

B. Subject to the approval of the governing bodies of each of the parties hereto, 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 \$3,000.00 in expenditures, or is an employment contract or for a purchase authorized in an approved 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, voluntary work, or other assistance, to carry out Commission functions and obligations, from any source, public or private, including, but not limited to, local governmental 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 an Older Persons' Activity Center not inconsistent with State or local law.

F. Conduct in its own name a transportation program for older persons and handicapped 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.

A. Annually, by August 1 of each year, the Commission shall submit a budget to each of the parties participating in the program, 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 the program.

B. 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.

SECTION 3. INSURANCE.

The Commission shall obtain policies of insurance, as a part of its budget, for comprehensive liability and property damage, worker's compensation, the construction and operation of an Older Persons' 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 January 1, through December 31.

SECTION 2. ANNUAL BUDGET.

A. The Commission shall each year develop an annual budget in such detail as required by Act 2 of the Public Acts of 1968 of the State of Michigan, which shall include all sums necessary to carry on the programs authorized herein for older persons, including transportation, an Older Persons' Activity Center, etc. The budget shall be submitted to the Clerk of each of the parties hereto by August 1 of each year. The governing bodies of each of the parties hereto shall review and either approve as presented or as modified, an identical budget, no later than October 1 of each year.

B. The Charter Township of Avon and City of Rochester shall participate in the on-going funding of the Commission and its programs and activities, on a pro-rata basis, based upon a percentage determined on the total assessed valuation of all properties subject to taxation in the Charter Township of Avon and in the City of Rochester. Because of its geographic location, Oakland Township residents may not receive all of the same services. As a result, the Commission shall propose, and the parties hereto shall annually agree, as to the appropriate financial participation of Oakland Township in the programs and activities of the Commission. Any sums contributed by Oakland Township or any other source shall be first deducted from the total budget and the remainder shall be shared on the pro-rata basis by the Charter Township of Avon and the City of Rochester.

SECTION 3. TREASURER.

The Treasurer of the Charter Township of Avon shall be the Treasurer of the Older Persons' Commission, who shall have the responsibility of custody and control of all funds of the Commission. The Treasurer shall make or cause to be made, a full and complete financial report to the Commission and to the

governing bodies of each of the parties hereto, of the Commission's financial transactions at the end of each fiscal year. Such report shall include a complete audit by a Certified Public Accountants for the Charter Township of Avon, according to the audit requirements which may be applicable to a charter township.

SECTION 4. ADMINISTRATION.

A. The Charter Township of Avon shall administer the financial aspects of the Commission. All expenditures shall be approved by the Commission pursuant to the budget approved by the parties hereto, and paid by the Charter Township of Avon according to the methods and procedures utilized by the Township for the conducting of its business.

B. The Older Persons' Commission is established herein as an independent corporate entity, separate and distinct from the parties hereto. It shall have its own employees, who shall not be employees of any of the parties hereto. Administration of the financial aspects of the Commission by Avon Township or any other acts done by any of the parties hereto in assistance or in cooperation with the Commission shall not have any effect upon, nor change the status of the Older Persons' Commission, nor create any legal responsibility by any of the parties hereto for acts or obligations of the Commission.

C. Each of the parties hereto shall pay to the Charter Township of Avon, in advance, on a quarterly basis, one-fourth of the funds to be provided to the Commission, on January 1, April 1, July 1, and October 1, of each year.

D. The funds received or set aside by the Charter Township of Avon for the Commission shall be held in a separate fund and accounted for separately from the other funds of the Township.

ARTICLE VI - ON-GOING RESPONSIBILITIES & DISSOLUTION

SECTION 1. CHARTER TOWNSHIP OF AVON & CITY OF ROCHESTER.

The Charter Township of Avon and the City of Rochester agree that it will participate in the activities and programs and provide funds on an on-going basis for a period through 1991, consistent with a proposition approved by the electors in each of the governmental units, to finance transportation, activities and services for older persons and to operate, equip and maintain an Older Persons' Activity Center to the extent of a levy up to one-quarter mill on each dollar of State Equalized Valuation of all taxable property in the Township and City.

SECTION 2. OAKLAND TOWNSHIP.

The electors of Oakland Township have not approved a similar ballot proposition, and Oakland Township's obligation for on-going funding of the Commission's activities and programs shall be determined on a yearly basis and shall be as appears equitable in regard to the benefits to be derived from the various programs by Oakland Township residents. If Oakland Township's Board decides not to participate in the program by not providing the funding as the other parties hereto may believe necessary, the Charter Township of Avon and the City of Rochester shall, in their sole discretion, after consultation with representatives of the Oakland Township Board, decide and carry out one of the following options:

1. Set a reasonable user fee for the residents of Oakland Township to participate in the programs and to use the facilities of the Commission. If this option is selected, Oakland Township may continue to appoint one member of the Commission who shall have full voting rights. Selection of this option shall not prevent the later selection of one of the other options.

2. Pay Oakland Township in one payment its investment as set forth in Article II, in which case Oakland Township shall no longer be a party to this Agreement and its residents shall not be entitled to participate in the programs and to use the facilities of the Commission.

3. Pay Oakland Township its investment as set forth in Article II by allowing it and its residents to participate in the programs and to use the facilities for a period of time as may be determined fair and reasonable based on Oakland Township's share of the cost of operations. Such cost shall be credited against the investment, as a pay-back. Upon credits equalling the investment, the obligation to Oakland Township shall be considered paid, without further obligation to pay Oakland Township any part of the sum set forth in Article II or to allow it or its residents to participate in or to use the facilities of the Commission. Until the investment is paid as provided herein, Oakland Township may continue to appoint one member of the Commission who shall have full voting rights.

SECTION 3. DETERMINATION OF PARTICIPATION.

The parties hereto may terminate its membership only by giving ninety (90) days written notice to the Commission and the governing bodies of the parties hereto, no later than May 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 approved for that fiscal year.

SECTION 4. DISSOLUTION.

Upon either the Township of Avon or the City of Rochester terminating participation in this Agreement, but not Oakland Township, the termination shall cause a dissolution of the Commission and distribution of any and all assets of the

Commission. Any such assets shall be distributed to the Charter Township of Avon, City of Rochester and Oakland Township, if it is then a party to this Agreement, according to a percentage determined by their initial contributions for the acquisition of land and 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 appraised value. Upon the sale, the funds derived shall be distributed to the parties hereto according to their percentage interest as is established in Article II.

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.

Doris J. Keylon
Doris J. Keylon

Beverly A. Jasinski
Beverly A. Jasinski

Betty Wilber
Betty Wilber

Judy Cook
Judy Cook

Steven M. Mellen
Steven M. Mellen

Kathryn A. Seitz
Kathryn A. Seitz

CHAPTER TOWNSHIP OF AVON

By: Earl E. Borden
Earl E. Borden, Supervisor

By: Betty Adams
Betty Adams, Clerk

CITY OF ROCHESTER

By: Thomas L. Werth
Thomas L. Werth, Mayor

By: Maxine M. Poss
Maxine M. Poss, Clerk

CAKLANI TOWNSHIP

By: Joan M. Buser
Joan M. Buser, Supervisor

By: Carolyn L. Phelps
Carolyn L. Phelps, Clerk

7028b

AMENDED AND RESTATED
INTERLOCAL AGREEMENT
AVON ROCHESTER HILLS-OAKLAND-ROCHESTER
OLDER PERSONS' COMMISSION

An Interlocal Agreement was entered into as of the 20th day of January, 1983, by and between the Charter Township of Avon, a Michigan municipal corporation, of 1275 West Avon Road, Rochester, Michigan 48063, the City of Rochester, a Michigan municipal corporation, of 400 6th Street, Rochester, Michigan 48063, and the Township of Oakland, a Michigan municipal corporation, of 4393 Collins Road, Rochester, Michigan 48063.

The electors of Oakland Township have approved the levy of a millage of up to one-quarter (1/4) mill to support activities for older persons, which necessitates modification of this Agreement to place Oakland Township's participation in the Older Persons' Commission and its program on the same basis as the other members. Also, the Charter Township of Avon has been incorporated into the City of Rochester Hills. This Amended and Restated Interlocal Agreement is to incorporate both events into the Agreement.

WHEREAS, this Interlocal Agreement is for the governmental units which are parties hereto to join together to establish an Older Persons' 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, as 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.

IT IS AGREED AS FOLLOWS:

ARTICLE I - PURPOSE

The purpose of this Interlocal Agreement is to establish an Older Persons' Commission to provide activities and services for older persons, defined as those individuals sixty (60)

/

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, the joint ownership and operation of an older persons' activity center, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of older persons.

ARTICLE II - OLDER PERSONS' ACTIVITY CENTER

The parties hereto have set aside and used certain Community Block Grant funds to acquire or and construct an Older Persons' Activities Center now located in the City of Rochester. Funds set aside and used for this purpose were as follows:

City of Rochester Hills	\$343,800.00
City of Rochester	\$101,500.00
Oakland Township	\$ 26,800.00

ARTICLE III - OLDER PERSONS' COMMISSION

SECTION 1. CREATION OF AN OLDER PERSONS' COMMISSION

Upon the signing of this Agreement by the parties hereto and the filing of it with the Oakland County Clerk, the Older Persons' Commission was created and is established 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 name of the Older Persons' Commission shall be the Rochester Hills-Oakland-Rochester Older Persons' 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 eight (8) members,

except as otherwise provided in Article IV, as follows:

- 1.) Two elected members of the City Council of the City of Rochester Hills.
- 2.) One elected member of the City Council of the City of Rochester.
- 3.) One elected member of the Oakland Township Board.
- 4.) Two older persons residing in the City of Rochester Hills appointed by the City Council of the City of Rochester Hills.
- 5.) One older person residing in the City of Rochester appointed by the City Council of the City of Rochester.
- 6.) One older person residing in Oakland Township appointed by the Oakland Township Board.

B. The Township Board and City Councils shall, by Resolution, appoint their Commissioner(s), who shall serve at the pleasure of the Township Board or City Councils and may be removed by Resolution of the Township Board or City Councils at any time, with or without cause. Commissioners who are members of the Township Board or City Councils shall not serve beyond their term on the Board or Councils unless specifically appointed as a citizen-at-large.

C. Commissioners appointed as citizens-at-large shall serve for a term of three (3) years commencing January 1, 1983. In the case of the two (2) Commissioners appointed as citizens-at-large from the City of Rochester Hills, the first appointment shall be for a three (3) year term and the second for a one (1) year term expiring December 31, 1983.

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.

E. Members of the Commission shall not be paid for attending meetings of the Commission.

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 elected, 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 Commissioner. 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 once every two months 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 Commissioner 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

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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 Commissioners and the Clerk of each of the parties hereto as soon as reasonably possible following a Commission meeting.

SECTION 9. RULES.

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

SECTION 10. REGISTERED OFFICE.

The registered office of the Commission shall be the office of the City of Rochester Hills, 1275 West Avon Road, Rochester, Michigan 48063. 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, 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 an older persons' activity center.
- B. Subject to the approval of the governing bodies of each of the parties hereto, 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 \$3,000.00 in expenditures, or is an employment contract or for a purchase authorized in an approved 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, voluntary work, or other assistance, to carry out Commission functions and obligations, from any source, public or private, including, but not limited to, local governmental 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 an Older Persons' Activity Center not inconsistent with State or local law.
- F. Conduct in its own name a transportation program for

older persons and handicapped 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.

A. Annually, by August 1 of each year, the Commission shall submit a budget to each of the parties participating in the program, 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 the program.

B. 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.

SECTION 3. INSURANCE.

The Commission shall obtain policies of insurance, as a part of its budget, for comprehensive liability and property damage, worker's compensation, the construction and operation of an Older Persons' 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 January 1, through December 31.

SECTION 2. ANNUAL BUDGET.

A. The Commission shall each year develop an annual budget in such detail as required by Act 2 of the Public Acts of

1968 of the State of Michigan, which shall include all sums necessary to carry on the programs authorized herein for older persons, including transportation, an Older Persons' Activity Center, etc. The budget shall be submitted to the Clerk of each of the parties hereto by August 1 of each year. The governing bodies of each of the parties hereto shall review and either approve as presented or as modified, an identical budget, no later than October 1 of each year.

B. The parties hereto shall participate in the on-going funding of the Commission and its programs and activities, on a pro-rata basis, based upon a percentage determined on the total assessed valuation of all properties subject to taxation in the City of Rochester Hills, the City of Rochester and Oakland Township

SECTION 3. TREASURER.

The Treasurer of the City of Rochester Hills shall be the Treasurer of the Older Persons' Commission, who shall have the responsibility of custody and control of all funds of the Commission. The Treasurer shall make or cause to be made, a full and complete financial report to the Commission and to the governing bodies of each of the parties hereto, of the Commission's financial transactions at the end of each fiscal year. Such report shall include a complete audit by a Certified Public Accountants for the City of Rochester Hills, according to the audit requirements which may be applicable to a City.

SECTION 4. ADMINISTRATION.

A. The City of Rochester Hills shall administer the financial aspects of the Commission. All expenditures shall be approved by the Commission pursuant to the budget approved by the parties hereto, and paid by the City of Rochester Hills according to the methods and procedures utilized by the City for the conducting of its business.

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B. The Older Persons' Commission is established herein as an independent corporate entity, separate and distinct from the parties hereto. It shall have its own employees, who shall not be employees of any of the parties hereto. Administration of the financial aspects of the Commission by the City of Rochester Hills or any other acts done by any of the parties hereto in assistance or in cooperation with the Commission shall not have any effect upon, nor change the status of the Older Persons' Commission, nor create any legal responsibility by any of the parties hereto for acts or obligations of the Commission.

C. Each of the parties hereto shall pay to the City of Rochester Hills, in advance, on a quarterly basis, one-fourth of the funds to be provided to the Commission, on January 1, April 1, July 1, and October 1, of each year.

D. The funds received or set aside by the City of Rochester Hills for the Commission shall be held in a separate fund and accounted for separately from the other funds of the City.

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 for a period through 1991, consistent with a proposition approved by the electors in each of the governmental units, to finance transportation, activities and services for older persons and to operate, equip and maintain an Older Persons' Activity Center to the extent of a levy up to one-quarter mill on each dollar of State Equalized Valuation of all taxable property in the Township and the Cities.

SECTION 2. TERMINATION OF PARTICIPATION.

The parties hereto may terminate their membership only by giving ninety (90) days written notice to the Commission and

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the governing bodies of the parties hereto, no later than May 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 approved for that fiscal year.

SECTION 3. DISSOLUTION.

Upon any of the parties hereto terminating participation in this Agreement, the termination shall cause a dissolution of the Commission and distribution of any and all assets of the Commission. Any such assets shall be distributed to the City of Rochester Hills, City of Rochester and Oakland Township, according to a percentage determined by their initial contributions for the acquisition of land and 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 appraised value. Upon the sale, the funds derived shall be distributed to the parties hereto according to their percentage interest as is established in Article II.

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

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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 was signed by all parties and a copy was filed with the Oakland County Clerk.

This same provision shall apply to this Amended and Restated Agreement.

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.

SECTION 7. SEVERABILITY.

Should any section or part of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting or invalidating the remaining sections or parts of this Agreement.

Marcella Propst
Marcella Propst
Beverly A. Jasinski
Beverly A. Jasinski

Kenneth A. Johnson
Kenneth A. Johnson
Mary Lynn McCrindle
Mary Lynn McCrindle

CITY OF ROCHESTER HILLS

By: Earl E. Borden
Earl E. Borden, Mayor

By: Betty Adamo
Betty Adamo, Clerk

CITY OF ROCHESTER

By: Roger L. Knapp
Roger L. Knapp, Mayor

By: Maxine M. Ross
Maxine M. Ross, Clerk

OAKLAND TOWNSHIP

Cora E. Luhn

By: JM Buser
Joan M. Buser, Supervisor

Robert L. Phelps

By: Carolyn L. Phelps
Carolyn L. Phelps, Clerk

Dated: March 28, 1985

7028b

FIRST AMENDMENT TO
AMENDED & RESTATED
INTERLOCAL AGREEMENT
AVON ROCHESTER HILLS-OAKLAND-ROCHESTER
OLDER PERSONS' COMMISSION

This First Amendment was entered into on the 20th day of January, 1988, by and between the City of Rochester Hills, the City of Rochester and the Township of Oakland.

WHEREAS, the parties hereto wish to amend the Amended and Restated Interlocal Agreement dated March 28, 1985, which created and provided for the Avon Rochester Hills-Oakland-Rochester Older Persons' Commission, to clarify the Commission's authority to apply for and obtain grants and other funding and to change the registered address of the Commission.

IT IS AGREED that the Amended and Restated Interlocal Agreement described herein shall be amended and modified only as follows:

1.: Section 10. REGISTERED OFFICE of Article III shall be amended to read as follows:

The registered office of the Commission shall be the office of the City of Rochester Hills, ~~1275 W. Avon Road, Rochester,~~ 1000 ROCHESTER HILLS DRIVE, ROCHESTER HILLS, Michigan 48063. The Commission may designate another location as the registered office.

2. Subparagraph D. of Section 1. GENERAL POWERS of Article IV-Powers shall be amended to provide as follows:

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 governmental 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.

All other provisions of the Amended and Restated Interlocal

Agreement are affirmed and shall continue in full force and effect and the Amended and Restated Interlocal Agreement described herein and this Amendment, together shall constitute the Interlocal Agreement pertaining to the Avon Rochester Hills-Oakland-Rochester Older Persons' Commission.

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

This First Amendment shall be in full force and effect on the date this Agreement is signed by all parties and a copy is filed with the Oakland County Clerk.

WITNESS:

Alisa K. Healy
Alisa K. Healy
Dolores M. Eby
Dolores M. Eby

CITY OF ROCHESTER HILLS

By: Billie M. Ireland
BILLIE M. IRELAND, Mayor
By: Keith Sawdon
KEITH SAWDON, Clerk

CITY OF ROCHESTER

Betty Wilber
Betty Wilber
Mary Lynn McGrindle
Mary Lynn McGrindle

By: Roger L. Knapp
Roger L. Knapp, Mayor
By: Maxine Ross
Maxine Ross, Clerk

OAKLAND TOWNSHIP

Joan Fogler
Joan Fogler
Kathryn A. Seitz
Kathryn A. Seitz

By: Joan M. Buser
Joan M. Buser, Supervisor
By: Carolyn L. Phelps
Carolyn L. Phelps, Clerk

SECOND AMENDMENT TO
AMENDED & RESTATED
INTERLOCAL AGREEMENT
AVON ROCHESTER HILLS-OAKLAND-ROCHESTER
OLDER PERSONS' COMMISSION

This Second Amendment was entered into on the 16th day of October , 1995, by and between the City of Rochester Hills, the City of Rochester and the Charter Township of Oakland.

WHEREAS, the parties hereto wish to amend the Amended and Restated Interlocal Agreement dated March 28, 1985, as amended January 20, 1988, which created and provided for the Avon Rochester Hills-Oakland-Rochester Older Persons' Commission, to provide for the election of a Treasurer, describe the duties and responsibilities of the Treasurer, to change the registered address of the Commission.

IT IS AGREED that the Amended and Restated Interlocal Agreement described herein shall be amended and modified only as follows:

1. Section 4. OFFICERS. of Article III shall be amended to read as follows:

- A. The Commission shall elect at its first meeting of each year, from its membership, a Chairperson, Vice Chairperson, Secretary, and Treasurer who shall hold office for terms of one (1) year, and until a successor is elected, 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 Commissioner. 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.

2. Section 10. REGISTERED OFFICE of Article III shall be amended to read as follows:

The registered office of the Commission shall be the office of the Older Persons' Commission, 312 Woodward Street, Rochester, Michigan 48307. The Commission may designate another location as the registered office.

3. Section 3. TREASURER of Article V shall be amended to read as follows:

The Treasurer of the Older Persons' Commission shall have the responsibility of custody and control of all funds of the Commission. The Treasurer shall make or cause to be made, a full and complete financial report to the Commission and to the governing bodies of each of the parties hereto, of the Commission's financial transactions at the end of each fiscal year. Such report shall include a complete audit by a Certified Public Accountant, according to the audit requirements which may be applicable to a City.

4. Section 4. ADMINISTRATION of Article V shall be amended to read as follows:

- A. The Treasurer shall administer the financial aspects of the Commission. All expenditures shall be approved by the Commission pursuant to the budget approved by the parties hereto, and paid by the Treasurer according to the methods and procedures established by the Commission.
- B. The Older Persons' Commission is established herein as an independent corporate entity, separate and distinct from the parties hereto. It shall have its own employees, who shall not be employees of any of the parties hereto. Any acts done by any of the parties

hereto in assistance or in cooperation with the Commission shall not have any effect upon, nor change the status of the Older Persons' Commission, nor create any legal responsibility by any of the parties hereto for acts or obligations of the Commission.

- C. Each of the parties hereto shall pay their share of the funding for the Older Persons' Commission as taxes are collected according to the schedule established by the County for deposit of taxes collected for public schools.

5. Section 1. PARTICIPATION of Article VI shall be amended to read as follows:

The parties hereto agree that they will participate in the activities and programs and provide funds on an on-going basis for a period through 2002, consistent with a proposition approved by the electors in each of the governmental units, to finance transportation, activities and services for older persons and to operate, equip and maintain an Older Persons' Activity Center to the extent of a levy up to one-quarter mill on each dollar of State Equalized Valuation of all taxable property in the Township and the Cities.

All other provisions of the Amended and Restated Interlocal Agreement are affirmed and shall continue in full force and effect and the Amended and Restated Interlocal Agreement described herein, the First Amendment thereto and this Amendment, together shall constitute the Interlocal Agreement pertaining to the Avon Rochester Hills-Oakland-Rochester Older Persons' Commission.

As soon as reasonably practical after the effective date of this Second Amendment, this Amendment shall be officially submitted to the Office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

This Second Amendment shall be in full force and effect on the date this Agreement is signed by all parties and a copy is

filed with the Oakland County Clerk.

WITNESS:

Lita J. White

Mary Jane Leslie

CITY OF ROCHESTER HILLS

By: Billie M. Ireland
Billie M. Ireland, Mayor

By: Beverly A. Jasinski
Beverly A. Jasinski, Clerk

CITY OF ROCHESTER

Kenneth John

Christina Lucari

By: Thomas L. Werth
Tom Werth, Mayor

By: Nancy Hill
Nancy Hill, Clerk

CHARTER TOWNSHIP OF OAKLAND

Joan Fogler

Kay Smith

By: Joan Buser
Joan Buser, Twp. Supervisor

By: Carolyn L. Phelps
Carolyn Phelps, Clerk

6538T



Your Place to Stay Active & Connected

Cris Braun
Executive Director
CBraun@birmingham.k12.mi.us
248.203.5270

Proudly serving the 50+ population of Birmingham, Bingham Farms, Beverly Hills, Franklin, and surrounding areas.

BPS – Next current arrangement

January 2019

BPS provides:

- BPS has provided in-kind space for Next at Midvale since 1997.
- Next occupies 10,000 square feet of a 30,000 square foot building we were utilize 4 classrooms, an activities room, a lobby as well as parking availability.
- The gym is shared with the Early Childhood Center; Next has access to the gym 9 hours per week during weekdays, the ECC 31 hours per week.
- BPS maintains the building and carries the insurance on the building structure.
- BPS provides staff computers, phones and tech help when needed.
- BPS has also recently installed security cameras throughout Midvale.
- BPS pays the water, electric and heat at Midvale.
- BPS provides a portion of the executive director's salary.

Next responsibilities:

- Next holds general liability insurance covering the business of Next, employees, board members and membership, contents of the building, cyber liability, SMART vehicle insurance, and one million dollar general liability policy for the communities we serve: Birmingham, Beverly hills, Bingham Farms and Franklin.
- Next is responsible for custodial and custodial supplies.
- Next is responsible for monthly phone bills, copier lease, printing, office supplies, computers in the computer lab including supplies and maintenance.
- Next is provides its own internet and cable.
- Next has installed and maintains all AV equipment.
- Next paid half of the installation of the air conditioning for the gym in 2013, and half of the updates of the gym walls including covering of the windows in 2017.
- Next is responsible for all cosmetic improvements including updates to the bathrooms, rebuilding the fitness studio walls, replacing storage classroom closets, wall painting, and the purchase all furniture.
- Next installed an outdoor fit park with 7 pieces of all-weather exercise equipment in 2018.



Next 2018/2019 Impact Report

Your Place to Stay Active & Connected

Serving Birmingham, Beverly Hills, Bingham Farms, Franklin and the surrounding communities.

2121 Midvale Street
Birmingham, MI 48009
www.BirminghamNext.org
(248) 203-5270

This fiscal year, Next...

Celebrated our 40th Anniversary with a sold-out evening of dinner and music at Beverly Park.

Began our journey to become a nationally recognized Organization of Character.

Expanded intergenerational programs to include more high school and elementary students.

Increased community engagement, opening our doors to more civic events and recreational opportunities.

Launched Phase II of the Joint Senior Service Commission working with surrounding municipalities to address the growing needs of the 50 + population.

Recognized over 200 wonderful volunteers at the Summer Dinner and Comedy Show!

Opened Café Next to provide healthy snacks and light meals for our members' convenience.

Hosted the 2019 Golf Classic to Benefit Next-the most successful yet!



Everything we do is powered by our amazing community, our passionate members and our generous donors! Thank you, thank you!

Enriching Lives

Membership reaches 1,857!

Weekly visits to Next: 1,527!

Monthly events at Next: more than 275 events to keep you active & connected!

Supporting Independence

9,318 times clients were assisted

7,216 meals delivered

6,028 van rides given

641 pieces of medical equipment loaned



FUND DEVELOPMENT GROWTH: FUNDRAISING, DONATIONS, SPONSORS AND GRANTS



TOTAL REVENUE: \$919,243

- 33% In Kind
- 16% Municipal
- 15% Fundraisers
- 10% Transportation
- 9% Program Fees
- 7% Membership Fees
- 5% Grants
- 4% Sponsorship
- 1% Other

