

INTERLOCAL AGREEMENT
FOR JOINT SENIOR SERVICES

THIS INTERLOCAL AGREEMENT FOR JOINT SENIOR SERVICES (this "Agreement") is entered into as of the ____ day of _____, 2024, by and among the City of Grosse Pointe, a Michigan municipal corporation located at 17147 Maumee, Grosse Pointe, Michigan; the City of Grosse Pointe Farms, a Michigan municipal corporation located at 90 Kerby Road, Grosse Pointe Farms, Michigan; the City of Grosse Pointe Park, a Michigan municipal corporation located at 15115 East Jefferson, Grosse Pointe Park, Michigan; the Village of Grosse Pointe Shores, a Michigan City located at 795 Lakeshore Road, Grosse Pointe Shores, Michigan; the City of Grosse Pointe Woods, a Michigan municipal corporation located at 20025 Mack Plaza Drive, Grosse Pointe Woods, Michigan; and the City of Harper Woods, a Michigan municipal corporation located at 19617 Harper, Harper Woods, Michigan. Each municipality entering into this Agreement is referred to as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Act 39 of the Michigan Public Acts of 1976, as amended, provides that the provision of services to persons sixty (60) years of age or older ("Older Persons") is a valid public purpose;

WHEREAS, the Parties intend by this Agreement to establish an intergovernmental and cooperative arrangement for the collective provision of services to Older Persons residing in their respective communities;

WHEREAS, such intergovernmental and cooperative arrangement is authorized by, among other applicable laws, Act 7 of the Michigan Public Acts of 1967, amended; Act 39 of the Michigan Public Acts of 1976, as amended; Act 35 of the Michigan Public Acts of 1951, as amended and Act 150 of the Michigan Public Acts of 1923, as amended; and

WHEREAS, there is a current senior center operated by The Helm ("Helm Senior Center") located at 158 Ridge Road, Grosse Pointe Farms, Michigan, and, among other benefits to be secured by this Agreement, the Parties intend to support (via a contracted service agreement) the continued operation of the Helm Senior Center.

AGREEMENT:

NOW, THEREFORE, based upon the foregoing recitals, and in consideration of the mutual promises and undertakings set forth below, IT IS AGREED AS FOLLOWS:

ARTICLE I – PURPOSE

The purpose of this Agreement is to establish an Active Adult Commission (the "Active Adult Commission" or "Commission") to provide activities and services for Older Persons residing in the communities 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. The Commission may also include the joint ownership and operation of an Active Adult Activity Center.

The Commission shall serve as a policy-making body and engage a separate entity (the "Contractor") charged with managing the day-to-day operations and report directly to the Commission.

ARTICLE II – ACTIVE ADULT ACTIVITY CENTER

The Parties intend that a joint Active Adult Activity Center will be operated and maintained under the authority of this Agreement and under the auspices of the Commission established hereby. As of the effective date of this Agreement, the Helm Senior Center shall comprise such joint Active Adult Activity Center. The governing body of each Party shall, prior to the execution of this Agreement and on a periodic basis as part of their respective annual budget approvals, confirm the funding that will defray the cost of operating the Active Adult Activity Center. In the event that the Parties in the future elect to establish another joint Active Adult Activity Center in lieu of or in addition to the Helm Senior Center, a unanimous vote of the Parties shall be required, together with a mutually acceptable designation of the funding sources to permit the establishment of such substitute (or additional) Active Adult Activity Center, including any corresponding site acquisition and/or building construction. With respect to the Helm Senior Center or any such substitute (or additional) Active Adult Activity Center, the Commission may contract, own, operate and manage the joint Active Adult Activity Center to provide activities and services for Older Persons as determined from time to time by the Commission.

As set forth in Article VI below, the proportion (for each Party, the "Allocation Proportion") of financial contributions made by the respective Parties with respect to the acquisition and/or development of the Adult Activity Center(s), as such respective Allocation Proportions may be adjusted from time to time on an equitable basis in the event of any modification of the financial sharing formula adopted and mutually agreed by the Parties, or as may be adjusted in the event of admission of one or more additional Parties to this Agreement as provided in Article III, Section 3F below, also shall govern the allocation for distribution of remaining assets in the event of dissolution of the Commission. As of the effective date of this Agreement, the respective initial Allocation Proportions for each Party are listed on Schedule ___ annexed to this Agreement.

ARTICLE III – ACTIVE ADULT COMMISSION

SECTION 1. CREATION OF AN ACTIVE ADULT COMMISSION.

Upon the execution of this Agreement by the Parties, approval by any necessary governmental authorities, and filing of this Agreement with the Wayne 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 applicable law.

SECTION 2. NAME.

The name of the Commission shall be the Grosse Pointes – Harper Woods Active Adult Commission.

SECTION 3. MEMBERSHIP OF COMMISSION.

- A. The Commission shall be comprised of a total of seven (7) members, as follows:
- 1.) One (1) resident of the City of Grosse Pointe appointed by its City Council.
 - 2.) One (1) resident of the City of Grosse Pointe Farms appointed by its City Council.

- 3.) One (1) resident of the City of Grosse Pointe Park appointed by its City Council.
- 4.) One (1) resident of the Village of Grosse Pointe Shores, a Michigan City, appointed by its City Council.
- 5.) One (1) resident of the City of Grosse Pointe Woods appointed by its City Council.
- 6.) One (1) resident of the City of Harper Woods appointed by its City Council.
- 7.) One (1) at-large member who is a resident of one of the participating communities, appointed on a rotational basis as set forth below.

B. The persons appointed by each community shall serve at the pleasure of the respective City Councils and may be removed by resolution of the applicable City Council at any time, with or without cause. The timing for the appointment of members should be determined by the respective City Councils, 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.) Initial appointments for the Cities of Grosse Pointe and Grosse Pointe Farms shall be three-year terms. Going forward all terms shall be three years.
- 2.) Initial appointments for the Cities of Grosse Pointe Park and Grosse Pointe Shores shall be two-year terms. Going forward all terms shall be three years.
- 3.) Initial appointments for the Cities of Grosse Pointe Woods and Harper Woods shall be one-year terms. Going forward all terms shall be three years.
- 4.) The member-at-large shall serve for a one-year term and shall be appointed by the respective communities in the order set forth in Section 3A above 1 through 6. Going forward the member-at-large shall continue to have a one-year term.

D. Any vacancy on the Commission arising for any reason shall be filled by appointment by the applicable City Council within forty-five (45) days of the vacancy, for the remainder of the unexpired term.

E. Members of the Commission shall serve without compensation.

F. The admission of one or more additional communities as parties to this Agreement shall require an amendment to this Agreement approved by a majority vote of the then-existing Parties. If one or more additional communities wish to participate (on behalf of their residents) in the services and activities offered by the Commission, they shall submit a written request to the Commission, which request shall be considered by the Commission as soon as may be reasonably practicable. Among other factors that may be relevant in consideration of the application(s), the Commission shall consider the demands on services and costs to the organization in relation to the revenues and benefits from such additional community participation. Upon conclusion of its review and analysis, the Commission shall advise the City Council of each Party of its recommendation. If the recommendation is to admit membership of one or more additional communities, such recommendation shall include at minimum the required economic or other contributions from the new member(s), any adjustment to the Allocation Proportions of the existing and new members, and the initial term(s) of the persons to be appointed to serve on the Commission on behalf of the new member(s). 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. Upon expiration of the term of any such officer, he or she shall be eligible for re-election to successive terms.

B. Vacancies in any office shall be filled by the Commission within forty-five (45) 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 Michigan Open Meetings Act and the Michigan Freedom of Information Act.

D. Officers shall serve without compensation.

SECTION 5. MEETINGS.

A. The Commission shall meet at least four times per 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 not fewer than five (5) days' written notice of all regular meetings and not fewer than 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 Michigan 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 then-sitting members of the Commission.

SECTION 7. VOTING.

Once a quorum is established at any regular or special meeting of the Commission, approval by a majority of the Commission members shall be necessary for the Commission to take any official action.

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.

The Commission may adopt rules of order not in conflict with this Agreement.

SECTION 10. REGISTERED OFFICE.

The initial registered office of the Commission shall be the office of The City of Grosse Pointe Farms located at 90 Kerby Road, Grosse Pointe Farms, Michigan. 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. POWERS, AUTHORITY AND OBLIGATIONS.

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

A. In general, and in the absence of a specific delegation of power, authority and obligations as set forth in this Agreement, the Commission shall serve as a policy-making body and is empowered to engage a Contractor charged with managing the day-to-day operations of the Active Adult Activity Center and related activities, services and programs. The Contractor and any director appointed hereunder shall report from time-to-time to the Commission. Absent a violation of approved policies or directives lawfully established by the Commission, the Commission shall not interfere with the day-to-day operations of providing services or operating an Active Adult Activity Center, as such authority and responsibility will reside with the director.

B. 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 services to Older Persons and operating an Active Adult Activity Center.

C. Subject to ratification by the governing bodies of each of the Parties hereto with respect to the annual budget and corresponding municipal expenditures, the Commission may, consistent with such approved annual budget, engage the Contractor and may employ (either directly or indirectly through such Contractor) a director and such other personnel as may be necessary or desirable to fulfil the mission and direction of the Commission. Subject to applicable law, the Contractor and any director or other personnel shall serve at the pleasure of the Commission, and any applicable contracts shall include customary termination for cause and termination for convenience provisions to confirm the at-will nature of any such employment or other applicable contractual relationships. The Contractor, the director and any personnel employed in connection with the operation of the Active Adult Activity Center shall not be deemed employees of the governmental units that are Parties to this Agreement.

D. In addition to the engagement of the Contractor and any director or other personnel as set forth above, the Commission may contract with any other governmental units, public agencies, or private persons or organizations to carry out the functions and duties of the Commission. Separate approval by

the governing bodies of the Parties hereto shall not be required for any expenditures already included in the annual approved budget, for any employment contract approved by the Commission, or for any additional contract that involves less than \$50,000.00 in annual expenditures. For any proposed expenditures exceeding such criteria, and for which user fees or outside fundraising or philanthropic reserves are not adequate to cover such expenditure(s), the Commission shall seek ratification of the proposed expenditure(s) from the governing bodies of the respective Parties hereto.

E. Accept funds, grants, donations, philanthropic gifts or commitments, or other assistance, as well as user fees, 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. Any application for grants or other public funding shall be communicated to the Parties hereto prior to submittal.

F. Operate and establish policies and rules governing the use of providing adult services and operating an Active Adult Activity Center not inconsistent with applicable laws and regulations.

G. Conduct a transportation program for Older Persons in the communities which are Parties hereto.

H. 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 indebted any of the Parties hereto.

SECTION 3. INSURANCE.

The Commission shall obtain policies of insurance, as part of its budget, for comprehensive liability, director and officer coverage, and property damage coverage for the construction and operation of providing adult services and operating an Active Adult Activity Center, and other appropriate and necessary purposes. Policy limits shall be a minimum of \$2,000,000.00 per occurrence and \$10,000,000.00 of aggregate liability coverage. The Commission shall have the Parties hereto designated as "named insureds", on the comprehensive director and officer liability and property damage insurance policies.

ARTICLE V – FINANCE

SECTION 1. FISCAL YEAR.

The fiscal year of the Commission shall be from July 1st through June 30th 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 Michigan Public Acts of 1968, as amended, which shall include all sums necessary to carry on the programs and services authorized herein for Older Persons, including transportation, education, activities and operation of an Active Adult Activity Center, etc. The Commission's annual budget shall include an

estimate for revenues attributable to user fees, grants, donations, fundraising, and philanthropic gifts and commitments.

Annually, not later than April 1st of each year, a budget request shall be submitted by the Commission to the City Clerk of each of the Parties.

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 the Contractor for these services for fiscal year 2024-2025, 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 respective municipal governing bodies. The Contractor is expected to engage in fundraising activities and to solicit other sources of revenue (including grants, donations and philanthropic gifts or commitments), and the public funds budgeted and contributed by the respective Parties are intended to supplement such other sources of revenue. This provision may only be amended by unanimous approval of the Parties.

SECTION 2. TERMINATION OF PARTICIPATION.

Any Party hereto may terminate its membership in the Commission only by giving at least six (6) months' written notice to the Commission and the governing bodies of the other Parties hereto. Such termination (provided that timely notice is given on or prior to January 1st of any fiscal year) will be effective at the end of the current fiscal year (i.e., June 30th). If notice of termination is given, the withdrawing 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 approved by the governing body in each governmental unit. Subject to the requirements concerning the common millage set forth below, 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 dedicated senior millage, contributions from other revenue sources, bonding, or CDBG funds.

The Parties intend to pursue voter approval of a common millage to support services for Older Persons. If such common millage is approved by the voters in any particular community that is a Party to this Agreement, then such community agrees to devote 100% of the corresponding tax revenues to the services and programs supervised by the Commission. If such common millage is approved by the voters in some (but not all) of the constituent communities, participation in the Active Adult Activity Center and related services and programs by residents of the communities not approving the common millage will be dependent upon the commitment and budgeted expenditures by such communities, or direct invoicing to individual residents, of charges equating to the cost of services provided to such residents.

SECTION 4. DISSOLUTION.

Upon five (5) or more of the Parties terminating participation in this Agreement, such termination shall cause a dissolution of the Commission. After satisfaction of any liabilities of the Commission then outstanding, the remaining net assets of the Commission shall be divided and distributed to the Parties based upon their respective Allocation Proportions as established and/or modified pursuant to the provisions of Article II. As to any assets which may not be so divided or distributed, such assets shall be sold on a commercially reasonable basis, and the net proceeds (after the reasonable costs of sale) distributed to the Parties based upon their respective Allocation Proportions.

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 reasonably requested.

ARTICLE VII – MISCELLANEOUS PROVISIONS

SECTION 1. AMENDMENTS.

This Agreement may be amended in whole or in any part by written agreement of the Parties. Excepting any decisions for which the terms of this Agreement expressly require unanimous approval, adoption of any proposed amendment to this Agreement may be approved by a majority of the communities that are then-Parties to this Agreement.

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 executed by all parties and a copy is filed with the Wayne 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. NO ASSIGNMENT.

Neither this Agreement nor any of the benefits or responsibilities set forth herein may be assigned by any Party to any third party or agency, excepting only that the Commission may by contract delegate certain duties and responsibilities to the Contractor.

CITY OF GROSSE POINTE By: _____

CITY OF GROSSE POINTE FARMS By: _____

CITY OF GROSSE POINTE PARK By: _____

VILLAGE OF GROSSE POINTE SHORES, A MICHIGAN CITY By: _____

CITY OF GROSSE POINTE WOODS By: _____

CITY OF HARPER WOODS By: _____