

**Packet Addition 2
for August 13, 2024,
Township Board Regular Meeting**

**Resolution 2024-08-13 #1,
Approving Interlocal Agreement
with GTC for Park Funding**

Becky Chown

From: Jenny McKellar <jmckellar@gtcountymi.gov>
Sent: Friday, July 12, 2024 3:06 PM
To: Isaiah Wunsch; Becky Chown
Cc: Nate Alger
Subject: Agreement for Peninsula Twp Parks and Grand Traverse County
Attachments: Interlocal Agreement for Peninsula Twp Parks and GT County July 2024.pdf; Interlocal Agreement for Peninsula Twp Parks and GT County July 2024.doc

Good afternoon Isaiah and Becky,

Attached please find for your review an Interlocal Agreement for the County to provide financial assistance for improvements to Peninsula Township Parks. Let us know if you propose any changes, or if you approve, please sign and send back to us for our Board's approval so that we may send payment for 2024.

Thank you, have a wonderful weekend!

Jenny McKellar
Special Projects Coordinator

Grand Traverse County Administration
400 Boardman Avenue, Ste. 305
Traverse City, MI 49684
Office: (231) 922-4622
Cell: (231) 313-6062

**PENINSULA TOWNSHIP BOARD
GRAND TRAVERSE COUNTY, MICHIGAN**

**RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH GRAND
TRAVERSE COUNTY FOR PARK IMPROVEMENT FUNDING**

RESOLUTION NO. 2024-08-13 #1

At a meeting of the Peninsula Township Board, Grand Traverse County, Michigan, held at the Peninsula Township Hall, on the 13th day of August, 2024 at 7:00 p.m.

A resolution to accept, approve, and execute the Interlocal Agreement between Peninsula Township and Grand Traverse County wherein the County agrees to provide financial assistance for the Township's improvement of Township parks.

PRESENT: _____

ABSENT: _____

The following was moved by _____ and seconded by _____.

WHEREAS, both Peninsula Township (the "Township") and Grand Traverse County (the "County") have the individual authority to provide for parks and recreational areas/services for their residents; and

WHEREAS, both the Township and the County have the power, individually, to provide for equipment, personnel, and facilities for parks and recreational areas of their respective municipalities; and

WHEREAS, townships and counties may enter into agreements pursuant to the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, to provide interlocal use of facilities and/or services which each municipality has the power or authority to individually provide; and

WHEREAS, the County, through its Board of Commissioners, has adopted a resolution that authorizes financial assistance, from the County to the Township, for the Township's improvements to Township parks; and

WHEREAS, a condition of the County's funding is that the Township and County enter into an interlocal agreement; and

WHEREAS, both the County and Township have agreed to an Interlocal Agreement for the County to provide funding for the Township's park improvements, and a condition of Paragraph 3

of that Interlocal Agreement is that the Township Board approves the Interlocal Agreement via a Board resolution.

NOW, THEREFORE, be it resolved that the Peninsula Township Board (“the Township Board”) approves the Interlocal Agreement between the Township and County, which has been attached hereto as **Exhibit 1**.

NOW, THEREFORE, be it further resolved that the Township Board has authorized the Township Supervisor and Township Clerk to sign and execute the Interlocal Agreement.

NOW, THEREFORE, be it further resolved that the Township Board will transmit an executed version of the Interlocal Agreement to the County, along with a copy of this resolution to certify that the condition precedent of the Interlocal Agreement has been satisfied.

Roll call vote:

Yes: _____

No: _____

The Supervisor declared the resolution adopted.

Isaiah Wunsch, Supervisor
Peninsula Township

CERTIFICATE

STATE OF MICHIGAN)
)
COUNTY OF GRAND TRAVERSE)

I, the undersigned, the duly qualified and acting Clerk for Peninsula Township, Grand Traverse County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the above Resolution adopted by the Peninsula Township Board, Grand Traverse County, Michigan at a regular meeting held on the 13th day of August 2024, and further certify that the above Resolution was adopted at said meeting in compliance with statutory requirements.

Becky Chown, Clerk
Peninsula Township

Exhibit 1

[Attach Interlocal Agreement]

**PENINSULA TOWNSHIP AND GRAND TRAVERSE COUNTY INTERLOCAL
AGREEMENT FOR PENINSULA TOWNSHIP PARKS RELATED SUPPORT**

This Agreement is entered into between PENINSULA TOWNSHIP, a political subdivision of the State of Michigan, whose address is 13235 Center Rd., Traverse City, MI 49686 (hereinafter the "TOWNSHIP") and GRAND TRAVERSE COUNTY, a Michigan County, whose address is 400 Boardman Ave., Traverse City MI 49684 (hereinafter the "COUNTY").

WHEREAS, the TOWNSHIP and the COUNTY are authorized separately by law to provide parks and recreation programming and services for residents of their respective municipalities; and

WHEREAS, the TOWNSHIP and the COUNTY are authorized separately to provide the equipment, personnel and facilities for these services; and

WHEREAS, townships and counties may enter into agreements pursuant to the Urban Cooperation Act of 1967, MCL 124.501, *et seq.*, to provide interlocal use of facilities and/or services which each municipality has the power or authority to provide separately; and

WHEREAS, the COUNTY's Board of Commissioners adopted a resolution authorizing financial assistance for the township's improvements to township parks provided that both Parties execute an interlocal agreement; and

NOW, THEREFORE, based upon the foregoing statements, the TOWNSHIP and the COUNTY agree to the following terms, conditions, representations and acknowledgements, and mutually agree as follows:

1. CONSIDERATION AND SCOPE OF SERVICES: The COUNTY shall provide financial assistance in the amount of \$25,000.00 annually for five years to the TOWNSHIP to be used for improvements to Peninsula Township parks. Grand Traverse County residents shall have use of Peninsula Township parks on the same basis as Peninsula Township residents.

2. CANCELLATION: This Agreement shall become effective on the date of the last signature hereon, and shall remain in effect continuously until it is cancelled by either party. Either the COUNTY or the TOWNSHIP may cancel this agreement, for any reason (including the convenience of any party), and without any penalty, by delivering a written notice of cancellation of this agreement to the other Party. Such written notice shall provide at least ninety (90) calendar days' notice of the effective date of cancellation, and such cancellation of this Agreement shall be effective at 11:59 P.M. on the last calendar day of the calendar month following the expiration of the 90 calendar day notice period.

3. NECESSITY OF GOVERNING BODY RESOLUTIONS: This Agreement, and any subsequent amendments, shall not become effective prior to the approval by resolution of the Governing Body of the TOWNSHIP, and resolution of the COUNTY's Board of Commissioners.

4. START-UP DATE: All services under this Agreement shall begin in effect on the date of the last signature on this Agreement ("start-up date"). If the start-up date is delayed due to circumstances beyond the reasonable control of the COUNTY or the TOWNSHIP, such as technical difficulties, lack of availability of sufficient staff to do an adequate start-up or other unanticipated events, i.e., but not limited to, labor strikes, natural disasters or weather events, events of force majeure, or terrorist activities, the parties will mutually agree upon a new start-up date.

5. INDEPENDENT CONTRACTOR: The COUNTY and the TOWNSHIP agree that no employees, volunteers, agents and personnel servicing this Agreement or otherwise, shall be considered or asserted to be employees of the other, and further agree, that at all times and for all purposes under the terms of this Agreement, the legal status and relationship of each party shall be that of an Independent Contractor.

6. RESPONSIBILITIES TO RESPECTIVE EMPLOYEES: The COUNTY and the TOWNSHIP agree that, at all times and for all purposes relevant to this Agreement, the COUNTY and the TOWNSHIP shall each remain the sole and exclusive employer of each of their respective employees. The COUNTY and the TOWNSHIP each agree to remain solely and exclusively responsible for the payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, training expenses, or other allowances or reimbursement of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protections and benefits, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment of personnel.

7. NO CHANGE TO CONDITIONS OF EMPLOYMENT: This Agreement does not, and is not intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any terms or conditions of employment of any employees of either the COUNTY or the TOWNSHIP, including, but not limited to, any employment and/or union contracts, any levels or amounts of supervision, any standards of performance, any sequence or manner of performance, and/or any rules, regulations, training and education standards, hours of work, shift assignments, orders, policies, procedures, directives, and ethical guidelines which shall solely and exclusively govern and control the employment relationship between each of the parties hereto and their employees.

7. NO EXERCISE OF CONTROL OVER OTHER PARTIES EMPLOYEES: The Parties agree that neither shall provide, furnish or assign any of the other's employees, volunteers, agents or personnel with any job instructions, job descriptions, job specifications, or job duties, or, in any manner, attempt to control, supervise, train, or

direct any of the other's employees, volunteers, agents or personnel in the performance of any duty or obligation under the term of this Agreement.

8. NOTICE REQUIREMENTS: Any written notice required or permitted under this Agreement shall be considered delivered to a party as of the date that such notice is hand delivered or deposited, with sufficient postage, with the U.S. Postal Service. Unless specifically otherwise set out in this agreement, all writing sent to the TOWNSHIP shall be sent to the Township Supervisor and all writing sent to the COUNTY shall be sent to the County Administrator.

9. JURISDICTION AND INTERPRETATION: This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or nonpossessive, shall be deemed to include the other whenever the context so suggests or requires.

10. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the Parties and there are no valid promises, conditions or understandings which are not contained herein.

11. NO VERBAL AMENDMENT: This Agreement shall not be changed or supplemented verbally. This Agreement may be amended only by concurrent resolutions of the governing bodies of the COUNTY and the TOWNSHIP in accordance with the procedures set forth in Paragraph 3.

12. PARAGRAPH HEADINGS: The paragraph headings to this Agreement are for convenience reference only and are not to be construed as part of this Agreement for interpretation purposes.

13. DISPUTE RESOLUTION: The parties acknowledge and agree that in the event there is a dispute regarding the implementation or interpretation of the terms of this Agreement, the parties shall work in good faith to resolve any dispute using the following procedures. The Township Supervisor of the TOWNSHIP and County Administrator of the COUNTY shall resolve the dispute. In the event the dispute is not resolved, if the parties feel it necessary to do so, a suit for declaratory judgment can be filed in the Grand Traverse County Circuit Court setting forth the particular issues to be resolved. The parties can express in those pleadings the position each may have regarding the particular dispute. The Parties do acknowledge that it is the purpose of this Agreement to fully cooperate and communicate in the resolution of any disputes that may arise between the parties, and it is only as a last resort that any matters should be litigated in the Grand Traverse County Circuit Court.

IN WITNESS WHEREOF, the Parties hereby acknowledge that they have been authorized by resolution of their respective governing bodies, a certified copy of which is attached, to execute this Agreement on behalf of GRAND TRAVERSE COUNTY and PENINSULA TOWNSHIP.

GRAND TRAVERSE COUNTY

WITNESSES:

BY:
County Board of Commissioners Chair

BY:
County Clerk

DATED: _____

PENINSULA TOWNSHIP

WITNESSES:

BY:
Township Supervisor

BY:
Township Clerk

DATED: _____