

MEMORANDUM OF UNDERSTANDING

Meridian Senior Center Operations Agreement

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MOU” or “Agreement”) is hereby made and entered into by and between the **CHARTER TOWNSHIP OF MERIDIAN** (hereinafter referred to as the “Township”) with offices at 5151 Marsh Road, Okemos, MI 48864, and the **OKEMOS PUBLIC SCHOOL DISTRICT**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, et seq., as amended (hereinafter referred to as the “OPS”), with offices at 4406 Okemos Road, Okemos, MI 48864.

PURPOSE:

The purpose of this MOU is to memorialize the operating agreement between the Township and OPS in relation to the operation and funding of the Meridian Senior Center within OPS’s Chippewa Middle School.

1. Location

During the Term of this Agreement, the Meridian Senior Center (“Senior Center”) shall continue to be located within the existing east wing of Chippewa Middle School at 4000 Okemos Road, Okemos, MI 48864, as depicted in Exhibit “A”, attached hereto (the portion being utilized as the Senior Center shall be referred to as the “Facility”).

2. Responsibilities

- a) OPS shall be responsible for the following:
 - i. The physical Facility for the Senior Center, as described herein;
 - ii. Human Resources functions for all OPS personnel and volunteers assigned to the Senior Center, including payroll, onboarding, background checks, performance appraisals, discipline, and related activities as needed;
 - iii. Billing the Township for all Senior Center personnel and operating costs, twice annually in June and December. The failure of OPS to bill the Township shall not nullify the Township’s duty to pay such amounts as provided in Paragraph 4;
 - iv. Detailed financial summary of expenses and revenue of the OPS Activity Fund in connection with the Senior Center shall be provided to the Township and Senior Center Advisory Board on a monthly basis;
 - v. Collect, inventory and store any and all equipment used at the Senior Center, including a treadmill, stationary bike, and elliptical machine;
 - vi. Present information at monthly Senior Center Advisory Board meetings, when timely and reasonably requested by the Advisory Board;
 - vii. Assist with on-site program support, as needed; and

viii. Reasonably assist with coordination of volunteer program instructors, as needed.

b) Township shall be responsible for the following:

- i. Assist the Senior Center Coordinator with descriptions, marketing, and planning of Senior Center programs;
- ii. Provide general supervision and management of Senior Center programs, which may include, as necessary, reporting to OPS any performance concerns of OPS personnel assigned to the Senior Center;
- iii. Provide authorization to close the Senior Center due to absenteeism of personnel or similar events;
- iv. Attend monthly meetings with the Meridian Senior Center Advisory Board;
- v. Assist the Senior Center Coordinator with the printing and distribution of the Senior Center brochure;
- vi. Answer questions and concerns from community members;
- vii. Assist the Senior Center Coordinator in the recruitment and coordination of appropriate volunteer program instructors and members;
- viii. Help the Senior Center Coordinator coordinate and promote Senior Center offerings;

3. **Commencement and Term**

This MOU is effective January 1, 2025. The term of this Agreement shall commence on the Effective Date and shall continue until May 26, 2028, unless earlier terminated in accordance with this Agreement (the “Term”).

4. **Payment**

- a) The Township will make the following payments to OPS for its responsibilities related to the Meridian Senior Center:

| | 2025 | 2026 | 2027 | 2028 |
|-----------------|-----------------|-----------------|-----------------|----------------|
| Personnel Costs | up to \$140,000 | up to \$145,000 | up to \$150,000 | up to \$64,500 |
| Operating Costs | up to \$15,000 | up to \$15,000 | up to \$15,000 | up to \$6,250 |

- b) Personnel Cost payments shall be made biannually, and installments will be based on actual costs with the first ½ being paid no later than January 31st of each year and the second ½ being paid no later than July 31st of each year. The Parties acknowledge that the 2025 payments were tendered on a separate timeframe which is not a late payment for the 2025 year only, provided that payments are made within thirty (30) days of the last signature below.

- c) Operating cost payments shall not be exceeded except upon budget amendment approved by the Township Board.

5. **Senior Center Activity Fund**

All services fees for Senior Center activities shall be placed into the Activity Fund held by OPS. The parties acknowledge and agree that OPS is acting only as a custodian of the Activity Fund and may only distribute its funds at the direction of the Township, including for purposes consistent with this MOU, such as paying instructor costs. OPS shall not commingle the Activity Fund monies with any OPS funds. Upon termination of this MOU, funds held within the Activity Fund shall be returned to the Township within a reasonable time.

6. **Use of the Facility**

- a) **Acceptance; Purpose.** The Township has examined the Facility and accepts the Facility in its "AS IS" condition and with all faults as of the date of this MOU. The Township is permitted to utilize the Facility for the operation of the Senior Center, including its programs, events, and activities, and for no other purpose without the prior written consent of OPS. The Township agrees that use of the Facility shall be restricted only to the Township's use as a community senior center and that the Township shall have no right to lease, assign, or in any way convey the right to use the Facility to anyone else. OPS shall have the right and ability to access the Facility at all reasonable times to ensure that the Township is complying with the terms of the MOU and to use the Facility in any manner that does not interfere with the Township's rights hereunder. OPS and the Township shall have shared and reasonable use of the Chippewa Middle School parking lot.
- b) **Cleanliness.** OPS will provide regular custodial services at the Facility. The Township shall always keep the Facility clean and free from rubbish and excessive dirt, maintain the Facility in good and safe condition, and surrender possession of the Facility upon termination of this MOU in as good condition as at the commencement of the Term, or as it may be put in during the Term, as reasonable use and wear thereof will permit.
- c) **Utilities.** OPS shall be responsible for the costs of electricity, water, garbage collection, sewer, gas, snow removal, and internet connection that are necessary for the operation of the Senior Center at the Facility. OPS shall be responsible for overall building and grounds cleaning, maintenance, and repair that is consistent with how OPS maintains and repairs other similar buildings and facilities owned and operated by OPS.
- d) **Signage.** The Township shall have the right to erect or install signage on the Facility subject to OPS's prior written approval and, if applicable, the approval of the municipality now or hereafter having jurisdiction over the Facility. All Senior Center signs shall be kept in good repair by the Township.
- e) **Improvements.** The Township may improve the Facility in conjunction with any permitted use(s); however, all improvements not constituting ordinary maintenance must receive prior written approval by OPS. Unless otherwise agreed by the Parties in writing, the Township shall be responsible for any costs associated with improving the Facility. All improvements shall comply with

applicable laws, rules, and regulations, including but not necessarily limited to the Revised School Code and the School Building Construction Act, and shall meet or exceed the industry standard for same. Any improvements made by the Township that are not permanently affixed or attached to the Facility shall remain the property of the Township, and improvements permanently affixed or attached to the Facility shall become the property of OPS. Any personal property kept on the Facility by Township shall be done so, and insured, at Township's sole risk.

- f) **Liens.** The Township shall not cause or allow any lien to be placed upon the Facility and shall, to the extent permitted by law, indemnify, defend, and hold OPS harmless from any such lien. Nothing herein shall be construed to subject the Facility to liability under the Construction Lien Law or otherwise, it being understood that the Facility is not subject to such liability.
- g) **Damage to Facility.** The Township shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about the Facility which causes or is likely to cause injury or damage to the Facility, which increases the cost of OPS's insurances above those costs normally associated with the Facility and OPS's operation thereof, which causes or is likely to cause a nuisance, or which may materially and negatively impair the value of the Facility. The Township shall be responsible for all damages that it causes or allows to the Facility during the Township's possession of, or responsibility for, same.
- h) **Hazardous Substances.** Neither OPS nor the Township shall permit hazardous substances to be located at the Facility, or to be generated, treated, stored, disposed of or otherwise deposited at the Facility, except with the prior written approval of OPS or as may be reasonably needed for ordinary maintenance and operation. The Township shall take all reasonable steps to ensure that there is minimal environmental impact on the Facility during the term of this MOU. Ordinary household products or cleaners are not hazardous substances.
- i) **Compliance.** The Township shall fully and promptly comply with all applicable federal, state, and local laws, statutes, ordinances, orders, policies, rules and regulations. The foregoing shall specifically include, but shall not be limited to, compliance with all applicable Board of Education policies and guidelines of OPS and applicable zoning ordinances, if any. If compliance hereunder materially limits the Senior Center's, the Township's, or both use of the Facility as provided in this Agreement, then the Township or Senior Center Advisory Board shall notify OPS in writing of the material impact. The Township shall be entitled to a renegotiation of this Agreement comparable to the material impact with a specific emphasis on its payment obligations or termination of this Agreement without penalty.

7. Senior Center Employees

All employees of the Meridian Senior Center shall be OPS employees. OPS shall have all legal duties, rights, remedies, or obligations for any Senior Center employee or volunteer. OPS personnel policies, hiring practices, disciplinary actions, and any other applicable policy or procedure shall apply to Senior Center employees. The Township shall not be responsible for any post-employment contributions beyond or more than the annual payments as described in Section 4 of this Agreement. OPS shall be regarded, designated, and considered to be the employer of the Meridian Senior Center employees. OPS shall be exclusively responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing or otherwise regulating employment conditions, employment rights, compensation and other similar matters relative to the individuals providing these services. OPS shall pay all salaries, wages, benefits, payroll and other taxes to or on account of the individuals.

It is expressly acknowledged and agreed between OPS and the Township that OPS, including its employees assigned as Senior Center personnel, will act as an independent contractor of the Township in the performance of its duties and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Neither party shall have authority to act for the other party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other party, except to the extent, and for the purposes, expressly provided for and set forth in this MOU, and no partnership or joint venture is created.

8. **Liability**

Nothing in this MOU shall be construed as a waiver of any governmental immunity by the Township, its employees, or its agents or OPS, its employees, or its agents. Each entity shall be solely and entirely responsible for its obligations under this Agreement and for the acts and omissions attributable to it, or its respective board, officers, employees or agents during the performance of this Agreement.

9. **Non Discrimination**

- a) Both the Township and OPS, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information, height, weight, or marital status that is unrelated the individual's ability to perform the duties of a particular job or position. The Township and OPS shall adhere to all applicable Federal, State, and local laws, ordinance, rules and regulations prohibiting discrimination, including:
 - i. The Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended;
 - ii. The Persons With Disabilities Civil Rights Act, 1976 PA 220 as amended;
 - iii. Section 504 of the Federal Rehabilitation act 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder; and
 - iv. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327, as

amended and regulations promulgated thereunder.

- b) Breach of this section shall be regarded a material breach of this MOU. In the event that either party is found by a Court or Tribunal of competent jurisdiction to be not in compliance with this section, the other party may terminate this MOU effective as of the date of delivery of written notification.

10. Termination of Agreement

Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party. In the event of termination by OPS pursuant to this paragraph, the Township will be reimbursed for all unspent or uncommitted funds, if any, paid to OPS under Paragraph 4. In the event of termination by Township, OPS will be paid the prorated amount due under Paragraph 4, based on the date of termination.

11. Primary Contacts

All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows:

| | |
|--|--|
| Okemos Public Schools | Meridian Township |
| Contact: John Hood, Superintendent | Contact: Timothy Dempsey, Township Manager |
| Phone: 517-706-5007 | Phone: 517-853-4254 |
| E-Mail: john.hood@okemosk12.net | E-mail: dempsey@meridian.mi.us |

12. Complete Agreement

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

13. Severability

If any of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted from this Agreement and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect.

14. Insurance

The Township shall obtain and maintain, at its expense, insurance in such amounts and types reasonably required by OPS. Said insurance shall be kept in force during the Term of this Agreement and an adequate certificate of insurance shall be provided to the OPS upon execution of this Agreement.

15. Governing Law & Assignment

This MOU shall be governed by and interpreted under the laws of the State of Michigan.

Neither party may assign or delegate any obligation or right under this MOU without the prior written consent of the other party which may be withheld in their sole discretion.

16. **Certification of Authority to Sign Agreement**

The people signing this MOU on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this MOU has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum of understanding and agreement as of the last written date below.

OKEMOS PUBLIC SCHOOLS

By: _____

John Hood, Superintendent
Okemos Public Schools

Date: _____

CHARTER TOWNSHIP OF MERIDIAN

By: _____

Scott Hendrickson, Supervisor
Charter Township of Meridian

Date: _____

Exhibit "A"
 Depiction of Senior Center Location

