



Parks and Recreation: *Enhancing community and quality of life through people, parks, and programs.*

Senior Center Network: *Making longer lives, better lives.*

**Meeting: New Senior Center Building Ad Hoc Committee of the
Grand Traverse County Parks and Recreation Commission**

Monday, June 21, 5 p.m.

Commission Chambers, Second Floor

Governmental Center, 400 Boardman Avenue

Traverse City, Michigan 49684

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of/Additions to Agenda
- E. Approval of Minutes, April 29, 2021 Meeting
- F. Discussion about Senior Services in Grand Traverse County
- G. Expiration of Intergovernmental Agreement for Senior Center Management with the City of Traverse City (Agreement Attached)
- H. Discussion about Ad Hoc Committee Name
- I. Public Comment

Rules: Any person shall be permitted to address the Parks and Recreation Commission, which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended (MCLA 15.261, et. seq.). Public comment shall be carried out in accordance with the following Board Rules and Procedures.

1. Any person wishing to address the Commission may state his or her name and address.
2. No person shall be allowed to speak more than once on the same matter, excluding Commissioners' questions. The President shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The President may, at his or her discretion, extend the amount of time any person is allowed to speak. No member of the Commission or staff shall respond to public comment. All commenters must refrain from any personal or political attacks on any member of the public, staff, or board. No profanity, harassment, or bullying will be tolerated, and will provide just cause to be removed from the meeting.

- J. Notices and Commissioner Comments
- K. Adjournment



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Senior Center Network: *Making longer lives, better lives.*

**Meeting: New Senior Center Building Ad Hoc Committee of the
Grand Traverse County Parks and Recreation Commission**

Thursday, April 29, 2021, 3:30 p.m.

Gilbert Lodge, Twin Lakes Park

6800 N. Long Lake Road

Traverse City, Michigan 49684

MINUTES

A. Call to Order

Meeting called to order at 3:30 p.m.

B. Pledge of Allegiance

C. Roll Call

Members Present: Grand Traverse County Administrator Nate Alger, Deputy Administrator Chris Forsyth, Finance Director Dean Bott, Parks and Recreation President Alisa Korn (Chair), Commissioner Brad Jewett, Parks and Recreation and Senior Center Network Director Kristine Erickson, Senior Center Network Manager Michelle Krumm; Commission on Aging Director Lana Payne

Others Present: 28 Grand Traverse County residents, including three representatives of the Senior Center Friends Group (list attached); Grand Traverse County Board of Commissioners' Chair Robert Hentschel and Commissioner Penny Morris; City of Traverse City's Mayor Jim Carruthers and Director of Public Services Frank Dituri

D. First Public Comment

Two members of the public made comments.

E. Approval of/Additions to Agenda

Motion by Korn, second by Jewett, to approve the agenda, as presented. Motion carried.

F. Future of Grand Traverse County Senior Services and Location

Parks and Recreation Commission President and Committee Chair Alisa Korn provided an update about the strategic planning session that took place among the Commission on Aging, Senior Center Network, and Parks and Recreation Directors, and the concept of potentially combining the county's senior services in a building. Finance Director Dean Bott spoke regarding finances available to build a facility.

G. Second Public Comment

Members of the public made comments.

H. Notices and Commissioner Comments

Chair thanked everyone who attended the meeting.

I. Adjournment

Meeting adjourned at 5 p.m.

Signing in is not necessary to participate in this meeting and is strictly voluntary
 G.T. County Parks & Recreation Meeting

PLEASE SIGN IN –

If you would like us to have your name and phone number to be able to contact you for future meetings and information please sign below

NAME	RESIDENT/ORGANIZATION?	PHONE #
<i>Perry Charles</i>	<i>G.T.</i>	
<i>DIANN KUSIK</i>	<i>GT</i>	
<i>JACQUE GUYN</i>	<i>GT</i>	
<i>Joanne Harrigan</i>	<i>GT</i>	
<i>Dorothy Rongey</i>	<i>GT</i>	
<i>Farlene Hawkins</i>	<i>GT</i>	
<i>Janet Oliver</i>	<i>GT</i>	
<i>Robert Richard Steadman</i>	<i>GT</i>	
<i>Rit Ostrander</i>	<i>GT</i>	
<i>Sheri Varner</i>	<i>GT</i>	
<i>Ann Wakefield</i>	<i>GT</i>	
<i>James Mayatt</i>	<i>GT</i>	
<i>Linda Winkowski</i>	<i>GT</i>	
<i>Monia Dillon</i>	<i>GT</i>	

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Signing in is not necessary to participate in this meeting and is strictly voluntary
 G.T. County Parks & Recreation Meeting
 PLEASE SIGN IN –

If you would like us to have your name and phone number to be able to contact you for future meetings and information please sign below

NAME	RESIDENT/ORGANIZATION?
Andrew Anderson	Resident
Sande Lindstrom	Resident
KEN BECK	SENIOR CENTER
Jim Laruthen	City of TC
RON Smith	S.C.
Muriel Peavler	T.C.
JOHN & NANCY MORRIS	Senior Ctr. volunteers
Bob STEINEBACH	T.C.
Lila Araby	GT resident
Rory Bonidict	
LINDA PEPPER	Resident
DAVID & MARY SCHUHART	RESIDENT
Rob Hertsch	Board of Comm.
Frank Dittus	CITY OF TC
Mel Bowman	GRAND TRAVELER CITY

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 G.T. County Parks & Recreation Meeting

PLEASE SIGN IN –

If you would like us to have your name and phone number to be able to contact you for future meetings and information please sign below

NAME	RESIDENT/ORGANIZATION?	PHONE #
PHYLLIS CARBONE	SR C.	
JOHN SCARBOROUGH		
John Porter		
Susan Napolitano		

Signing your name is not necessary to participate in this meeting and is strictly voluntary

INTERGOVERNMENTAL AGREEMENT FOR
SENIOR CENTER MANAGEMENT

THIS AGREEMENT made the 11 day of May, 2011, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City, Michigan, 49684, (the "City") and GRAND TRAVERSE COUNTY, a Michigan municipal corporation, of 400 Boardman Avenue, Traverse City, Michigan, 49684 (the "County");

WHEREAS, the City, by and through its Traverse City Senior Center (the "Senior Center") has provided over forty (40) years of senior center programming to the citizens of the City of Traverse City and the greater Grand Traverse Area; and

WHEREAS, the parties wish to improve the Senior Center and its related facilities identified on Attachment "A," attached hereto and incorporated herein by reference, located at 801 E. Front Street, Traverse City, Michigan, which serve the public; and

WHEREAS, the County wishes to assist the City in providing, maintaining and improving the services currently being provided to the citizens of the City of Traverse City and Grand Traverse County at the Senior Center and its related facilities; and

WHEREAS, the parties desire to have the County operate, manage, and staff the Senior Center and public programs at the Senior Center for the citizens of the City of Traverse City and Grand Traverse County at the Senior Center and its related facilities as an independent contractor; and

WHEREAS, the parties do not wish to dispose of or transfer any interest in the Senior Center and its related facilities, but only allow for the proper operation, management, and staffing of the Senior Center and its related facilities for senior and public programs as set forth in the Agreement; and

WHEREAS, this Agreement is being entered into pursuant to the Intergovernmental Contracts between Municipal Corporations statute authorized by MCL 124.1, et seq.; and

NOW THEREFORE, the City and the County agree as follows:

1. **Management and Operation of the Senior Center.** The County shall conduct the services and oversee the implementation of the plan as described in the Scope of Services and Management Plan, Attachment "B," attached hereto and incorporated herein by reference. This Agreement does not grant exclusive use of any part of the

Senior Center to the County, but recognizes that the County will secure its property, equipment, and accounts within designated portions of the Senior Center for its administrative purposes as described on Attachment "C," attached hereto and incorporated herein by reference.

2. **Senior Center Staffing.** The Senior Center shall be staffed by personnel of the County except the Senior Center's Executive Director shall remain an employee of the City under the direction and supervision of the Director of the County's Commission on Aging. The Senior Center's Executive Director shall follow the County's holiday schedule. The County shall quarterly reimburse the City in an amount equal to the salary and benefits the pay level and classification of that position would receive if the position was a County position. The pay level that the Executive Director's position would be at within the County is \$45,572.00 in salary and \$22,704.70 in benefits and the classification is Step J. This amount will be adjusted annually in accord with the County's annual pay and benefit adjustments for County employees at the pay level and classification. Should the existing Director leave this position, the new Director will become a County employee.

3. **City Funds.** Except as expressly set forth herein, no expenditure of City funds is authorized by this Agreement.

4. **Period of Performance and Termination.** The obligations under this agreement shall commence on July 1, 2011 and continue through December 31, 2016 (the "Term") and continue for each year thereafter for 5 years. This Agreement may be terminated by either party for fault of the other Party upon 60 days notice following notice of the default to the other Party and the defaulting Party's failure to cure the default within 30 days after receipt of the notice of default.

5. **Coordination of Activities.** The County and the City agree to meet and confer not later than November of each year to review the operation and management of the Senior Center during the term of this Agreement.

6. **Capital Improvements.** "Capital Improvements" means substantial remodeling of or additions to the Senior Center. The County shall not contract for any Capital Improvements to the Senior Center without the express written approval of the City Manager. The County shall contract for and be responsible for the payment for such improvements or repairs. The County agrees to compensate the City for any damage done to Senior Center Park during the construction of any approved improvements or repairs, and further agrees to restore landscaping and other vegetation, which may be disturbed during any such construction, to its normal condition.

7. **Ownership of Improvements.** All improvements or modifications to the Senior Center Building shall belong to the City. However, all trade fixtures, equipment, and personal property related to the activities being provided by the County shall remain the property of the County. The County may accept gifts from donors in support of its activities and for site improvements.

8. **Storage.** The County may store equipment in the Senior Center Building during the term of this Agreement, and the County shall obtain and maintain property insurance on all trade fixtures, equipment, and other personal property brought onto the site. No storage of fuel shall occur on City property, including in vehicles or otherwise, unless otherwise authorized in writing by the City Manager.

9. **Maintenance and Repair.** The City shall, at its expense, maintain the Senior Center and its related facilities in good repair and condition. The City shall also be responsible for repairs of equipment and fixtures located within the Senior Center. The County shall pay to the City the sum of \$45,920.00 per year payable in equal installments of \$22,960.00 semi-annually (the "Fund") for ongoing maintenance and repair of the Senior Center Building and its related facilities and other costs incurred by the City associated with the Senior Center.

10. **Utilities and Waste Disposal.** The County shall be responsible for all heat and electrical service charges related to the Senior Center Building as well as all charges for phone service and waste disposal

11. **Signs.** All signs shall conform to the City's Sign Ordinance or other applicable policies.

12. **Independent Contractor.** The relationship of the parties and their employees to each other is that of an independent contractor. The City and County agree to conduct themselves consistent with that status. The City, the County, and their employees, officers, or agents will not claim to be an officer, employee, or agent of the other, or make any claim, demand, or application to or for any rights or privileges applicable to any officer or employee of the City or County, including without limitation, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The City and the County shall not be considered to be engaged in a joint venture, partnership, association, or other enterprise between the parties.

13. **Standard of Care.** The County shall perform the work and provide all services in a good and professional manner, and assumes the risk in performing under this Agreement. The City shall be solely responsible for its employees. The County shall be solely responsible and answerable for all improper work, accidents, or injuries to persons or property resulting from actions or negligence of its officers, agents, employees or volunteers. The County specifically represents and agrees that its staff possesses the experience, knowledge, and competence necessary to either provide or oversee construction of the improvements and services required in this Agreement.

14. **Insurance.**

a. General Liability Insurance. The County agrees to purchase and maintain general comprehensive liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and with a deductible of not more than one thousand dollars (\$1,000). Said policy shall name the City of Traverse City as an additionally

named insured. Written notification of insurance cancellation shall be provided to the City Clerk of Traverse City 10 days prior to cancellation, and the County agrees to maintain such insurance throughout the period of performance of this Agreement. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City and the County.

b. Real Property Insurance. The City shall maintain real property insurance covering the Senior Center and its facilities during the term of this Agreement.

15. Indemnification.

a. The County shall defend, indemnify, and hold harmless the City, its officers and employees, from all claims, liabilities, losses, damages, reasonable attorney fees, and settlement expenses for injury or death of any person, and damage or loss of any property allegedly or actually resulting or arising out of any act, omission, or negligence of the the County or its employees, agents, subcontractors, or volunteers, in connection with performing this Agreement to the extent of the insurance limits and deductibles maintained by the City for same. This provision shall survive the termination of this agreement.

b. The City agrees to defend, indemnify, and hold harmless the County, its officers and employees, from all claims, liabilities, losses, damages, reasonable attorney fees and settlement expenses for injury or death of any person, or loss of any property allegedly or actually resulting or arising out of any act, omission, or negligence of the City or its employees, agents, or subcontractors to the extent of the insurance limits and deductibles maintained by the City for same. This provision shall survive the termination of this agreement.

16. Workers' Compensation. The City and County shall maintain workers' compensation on their respective employees to the extent required by Michigan law, and the parties shall provide a certificate of insurance to the each other on execution of this agreement.

17. Compliance with Regulations. The County and the City shall comply with all applicable statutes, rules, and regulations of all federal, state, and local governments and agencies having jurisdiction, and bears the risk of any such authorities.

18. Non-Discrimination. The County and the City agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, teams, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identity, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement. The County agrees to not discriminate on the above basis in the administration of its programs under this Agreement.

19. **Prohibition Against Assignment.** This Agreement is intended to secure the services of the County because of its abilities and reputation, and none of the County's duties under this Agreement shall be assigned, subcontracted, or transferred.

20. **Notice.** Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to the County or the City, it shall be directed to the party at his address as specified in this Agreement, or at such other address as either party may designate by written notification.

21. **Amendments.** This Agreement may be modified, but such modification shall be in writing and signed by the County and the City.

22. **Dispute Resolution.** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

a. **Mediation.** If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

b. **Arbitration.** If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan, or as otherwise agreed by the parties. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

c. **Venue.** All meetings, hearings, and actions to resolve the dispute shall be in Grand Traverse County.

d. **Notice.** Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must require the parties to participate in at least one mediation before issuing an award.

23. **Interpretation.** This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance.

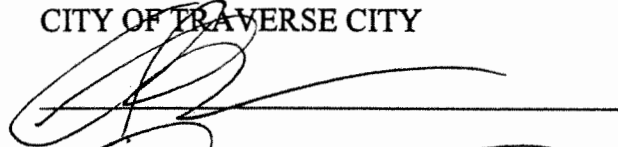
24. **Entire Agreement.** This Agreement, together with all attachments, constitutes the entire agreement of the County and the City with respect to the subject matter of this Agreement, and there are no valid promises, conditions, or understandings which are not contained in this Agreement. This Agreement supersedes the Interim Intergovernmental Agreement for Senior Center Management authorized by the City on December 6, 2010.

25. **Third Parties.** There are no third-party beneficiaries intended by this Agreement.

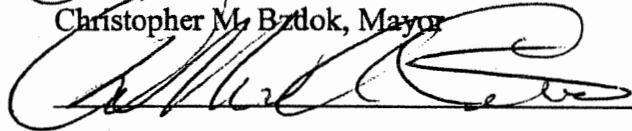
26. **Authority to Execute.** The County and the City agree that the signatories appearing below are authorized to execute this Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

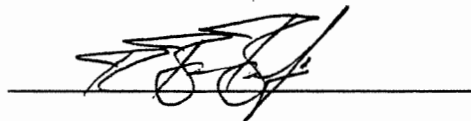


Christopher M. Bztlok, Mayor



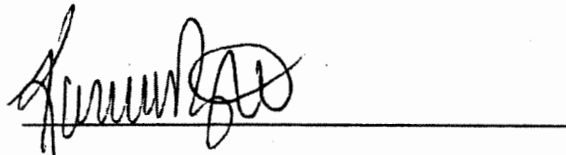
Debra A. Curtiss, City Clerk

Approved as to Substance:



R. Ben Bifoss

Approved as to Form:



Karrie A. Zeits

COUNTY OF GRAND TRAVERSE



Larry Inman, Chairman



Linda Coburn, County Clerk



ATTACHMENT B

SCOPE OF SERVICES AND MANAGEMENT PLAN

GRAND TRAVERSE COUNTY & CITY OF TRAVERSE CITY SENIOR CENTER OPERATIONS

County (GTC) – City (CTC)

1. CTC shall allow GTC to use the Senior Center building at 801 E. Front Street for the purposes of providing Senior Center Services to the citizens of the City of Traverse City and Grand Traverse County.
2. GTC shall provide supervision of operations through the Grand Traverse County Commission on Aging for service provision.
3. GTC shall support continued use of volunteers to carry out services provided by the Senior Center.
4. GTC shall provide administrative support to staff of the Senior Center to carry out operations of the program. (Human Resources, Financial Management, Technical Support etc.)
5. GTC shall provide for ongoing maintenance of indoor premises, including utilities, cleaning and preventative maintenance of equipment.
6. GTC shall provide for continued senior center services in the City and along with expansion to other townships throughout the County.
7. GTC shall apply for grants on behalf of the Senior Center.
8. CTC shall maintain funds collected for new construction until such use is needed for a new structure.
9. GTC shall continue all current senior center services as they are able and resources allow.

Traverse City Senior Center
801 E. Front St.
Traverse City, MI 49686
231-922-4911

**Attachment C for Intergovernmental Agreement
Between City of Traverse City & Grand Traverse County**

Business Office/Closet – Area where Staff are stationed with their desks and related storage units.

Walt Room Storage – Area where various supplies are stored.

Computer Lab – Locked space for storage of sensitive materials and computer hardware.