

**INTERLOCAL AGREEMENT**

BETWEEN THE

**FAMILY INDEPENDENCE AGENCY**

(a principal department of the State of Michigan)

AND

**PARTICIPATING INTERMEDIATE SCHOOL DISTRICTS  
AS PUBLIC AGENCIES AND SIGNATORIES TO THIS INTERLOCAL AGREEMENT**

CREATING THE

**MICHIGAN EARLY CHILDHOOD INVESTMENT CORPORATION**

(a Michigan public body corporate)

This INTERLOCAL AGREEMENT is entered into pursuant to the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, between the FAMILY INDEPENDENCE AGENCY, a principal department of the State of Michigan, and PARTICIPATING INTERMEDIATE SCHOOL DISTRICTS, bodies corporate established as authorized under Part 7 of The Revised School Code, 1976 PA 451, MCL 380.601 to 380.705, for the purpose of establishing and creating the **MICHIGAN EARLY CHILDHOOD INVESTMENT CORPORATION**, a separate legal entity and public body corporate, to administer activities related to early childhood development and to implement the objectives and further the purposes set forth in this agreement. Each party to this agreement is a Public Agency under the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, with the power to carry out the activities described in this Agreement.

### RECITALS

A. The ever growing knowledge and public awareness of the links between early child development and later success in school and in life has led to an increased awareness of the need to focus on the care and development of very young children. Successful early child care and child development programs require long-term continuity, maximum flexibility, and intergovernmental cooperation to ensure that every child in this state begins school healthy and prepared to succeed.

B. The Family Independence Agency has the power, privilege and authority to perform various early childhood development activities. Each participating intermediate school district also has the power, privilege, and authority to perform various early childhood development activities. Early childhood development programs and activities throughout the State of Michigan can be enhanced and improved by expanded cooperation between the Family Independence Agency and the participating intermediate school districts.

C. Section 28 of Article VII of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512 ("Act 7"), permit a Public Agency to exercise jointly with any other Public Agency any power, privilege or authority which such Public Agencies share in common and which each might exercise separately.

D. The Family Independence Agency and the participating intermediate school districts desire to enter into an interlocal agreement under Act 7 to jointly exercise powers related to early childhood development. By entering into the interlocal agreement the Family Independence Agency and the participating intermediate school districts are creating the Michigan Early Childhood Investment Corporation as a separate legal entity and as a public body corporate.

NOW THEREFORE, pursuant to Act 7, the Family Independence Agency and each participating intermediate school district agree to the following terms and conditions:

**ARTICLE I**  
**DEFINITIONS**

As used in this agreement

**Section 1.01.** “**Act 7**” means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

**Section 1.02.** “**Agreement**” means this interlocal agreement between the Family Independence Agency and each Participating Public Agency.

**Section 1.03.** “**Budget Act**” means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a.

**Section 1.04.** “**CEO**” means the chief executive officer of the Corporation selected under Section 4.11 of this Agreement.

**Section 1.05.** “**Corporation**” means the Michigan Early Childhood Investment Corporation, a separate legal entity and public body corporate created by this Agreement pursuant to Act 7.

**Section 1.06.** “**Corporation Board**” means the board of the Corporation created by this Agreement.

**Section 1.07.** “**Department**” means the Family Independence Agency.

**Section 1.08.** “**Effective Date**” means the later of February 15, 2005 or the date on which this Agreement is first filed with the Office of the Great Seal of the Michigan Department of State and with the clerk of a county of the State as required under the Act 7.

**Section 1.09.** “**Eligible Public Agency**” means an Intermediate School District.

**Section 1.10.** “**Executive Committee**” means the executive committee of the Corporation.

**Section 1.11.** “**Family Independence Agency**” means the principal department of Michigan state government created as the Department of Social Services under Section 450 of the Executive Organization Act of 1965, 1965 PA 380, MCL 16.550, and renamed the Family Independence Agency by 1995 PA 223, MCL 400.1. If Executive Order 2004-38 is not disapproved as provided in Section 2 of Article V of the Michigan Constitution of 1963 and becomes effective, any and all references to the Family Independence Agency or the Department under this Agreement shall be deemed references to the Michigan Department of Human Services (a principal department of Michigan state government).

**Section 1.12.** “**Fiscal Year**” means the fiscal year of the Corporation, which shall begin on October 1 of each year and end on September 30 of the following year.

**Section 1.13.** “FOIA” means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

**Section 1.14.** “Intermediate School District” means a body corporate governed by an intermediate school board and established within one or more counties of the State of Michigan as authorized under Part 7 of The Revised School Code, 1976 PA 451, MCL 380.601 to 380.705.

**Section 1.15.** “OMA” means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

**Section 1.16** “Participant” means an Eligible Public Agency that is a Party.

**Section 1.17.** “Party” or “Parties” either individually or collectively, as applicable, means a party to this Agreement.

**Section 1.18.** “Person” means an individual, authority, corporation, limited liability company, partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.

**Section 1.19.** “Public Agency” means that term as defined under Section 2(e) of Act 7, MCL 124.502(e).

**Section 1.20.** “Request Form” means a request by an Eligible Public Agency to become a Participant as described in Article IX.

**Section 1.21.** “State” means the State of Michigan.

## ARTICLE II

### PURPOSE

**Section 2.01. Purpose.** The purpose of this Agreement is to create and empower the Corporation to implement the powers, privileges, and authority of each of the Parties with respect to the subject matter of this Agreement, including, but not limited to, the performance of successful, effective, and efficient coordination and delivery of early child development and child care programs and functions throughout the State.

**Section 2.02. Programs and Functions.** The Corporation's early childhood programs and functions shall include, but are not limited to the following:

- (a). The provision of information and assistance regarding any of the following:
  - (i). Early childhood development.
  - (ii). The design of quality early childhood programs.
  - (iii). Education opportunities and qualifications for child care providers.
  - (iv). Community activities to promote early childhood development and care.
  - (v). Statistics regarding children receiving quality care.
  - (vi). Information for parents or guardians regarding early childhood development.
  - (vii). Community-based systems for the delivery of services related to early childhood development and care.
  - (viii). Resources for persons seeking to implement early childhood programs.
- (b). Seek, accept, and expend moneys to fund early childhood programs and functions.
- (c). Attempt to assure a long-standing and sustained focus on early childhood development and child care within the State.
- (d). Encourage public and private commitment to early childhood development and foster public-private partnerships.
- (e). Enhance coordination and encourage consolidation of efforts to advance early childhood development and care.
- (f). Provide persons, including, but not limited to, parents, guardians, and other caregivers, education in early childhood development skills.
- (g). Assist efforts to expand access to quality child care and early childhood education to all children and their families.

**ARTICLE III**  
**CREATION OF**  
**MICHIGAN EARLY CHILDHOOD INVESTMENT CORPORATION**

**Section 3.01. Creation and Legal Status of the Michigan Early Childhood Investment Corporation.** The Michigan Early Childhood Investment Corporation is established as a separate legal entity for the purpose of administering and executing this Agreement. The Corporation shall be a public body corporate having the powers granted under this Agreement.

**Section 3.02. Principal Office.** The principal office of the Corporation shall be at a location determined by the Corporation Board.

**Section 3.03. Title to Corporation Assets.** All property owned by the Corporation is owned by the Corporation as separate legal entity and public body corporate, and no Party has any ownership interest in Corporation property.

**Section 3.04. Tax-Exempt Status.** The Parties intend the activities of the Corporation to be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future federal tax code. The Parties also intend the activities of the Corporation to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the single business tax under the Single Business Tax Act, 1975 PA 228, MCL 208.1 to 208.145, and property taxes under The General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157.

**Section 3.05. Compliance with Law.** The Corporation shall comply with all federal and state laws, rules, regulations, and orders applicable to the Corporation and this Agreement.

**Section 3.06. Relationship of the Parties.** The Parties agree that no Party shall be responsible for the acts of the Corporation or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated hereunder as expressly agreed to by each Party; no Party may obligate any other Party.

**Section 3.07. No Third-Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement and/or any other right.

## ARTICLE IV

### CORPORATION BOARD AND CEO

**Section 4.01. Corporation Board Composition.** The governing body of each Participant shall appoint one (1) member of the Corporation Board to serve at the will of the Participant. For each member of the Corporation Board appointed by the governing body of a Participant the Governor of the State shall appoint up to two (2) members of the Corporation Board representing the State to serve at the will of the Governor. If there are fewer than five (5) Participants, the Governor may appoint up to twelve (12) additional members of the Corporation Board representing the State to serve at the will of the Governor or until there are five (5) or more Participants.

**Section 4.02. Corporation Board Authority.** The Corporation Board shall authorize and approve the annual audit and evaluate the performance of the Corporation and may review acts of the Executive Committee, as deemed necessary.

**Section 4.03. Corporation Board Meetings.** The Corporation Board shall hold at least one (1) annual meeting at the place, date, and time as the Corporation Board shall determine. Meetings of the Corporation Board shall comply with the OMA. Public notice of the time, date, and place of Corporation Board meetings shall be given in the manner required by the OMA.

**Section 4.04. Corporation Board Quorum and Voting.** A majority of the members of the Corporation Board then in office shall constitute a quorum for the transaction of business. The Corporation Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Corporation Board shall not engage in proxy voting.

**Section 4.05. Corporation Executive Committee.** The Corporation shall have an Executive Committee of fifteen (15) members. The members of the Executive Committee shall include the Director of the Department or his or her designated representative from within the Department and fourteen (14) residents of this State appointed by the Governor of the State. The members appointed by the Governor shall include not less than one (1) resident of this State representing Participants.

**Section 4.06. Executive Committee Terms of Office.** The initial terms of office of the members of the Executive Committee shall be as follows:

- (a). FOUR (4) members appointed for a term of four (4) years.
- (b). FOUR (4) members appointed for a term of three (3) years.
- (c). THREE (3) members appointed for a term of two (2) years.
- (d). THREE (3) members appointed for a term of one (1) year.

Following the initial terms, subsequent appointments shall be for terms of four (4) years. A vacancy on the Executive Committee caused other than by expiration of a term shall be filled in the same manner as the original appointment for the balance of the unexpired term.

**Section 4.07. Executive Committee Authority.** The Executive Committee shall exercise the powers of the Corporation. The Executive Committee shall appoint the Chief Executive Officer of the Corporation who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Executive Committee.

**Section 4.08. Executive Committee Meetings.** The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee shall comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings shall be given in the manner required by the OMA.

**Section 4.09. Executive Committee Quorum and Voting.** A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee may not engage in proxy voting.

**Section 4.10. Ethics and Conflicts of Interest.** The Corporation Board shall adopt ethics policies governing the conduct of Corporation Board members, the Executive Committee, and the officers and employees of the Corporation. The policies shall be no less stringent than those provided for public officers and employees under the State Ethics Act, 1973 PA 196, MCL 15.341 to 15.348. Members of the Corporation Board, the Executive Committee, and the officers and employees of the Corporation shall be deemed to be public servants under 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

**Section 4.11. CEO.** The Executive Committee shall appoint the Chief Executive Officer of the Corporation who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Executive Committee. The CEO shall receive such compensation as determined by the Executive Committee. All terms and conditions of the CEO's employment, including length of service, shall be specified in a written contract between the CEO and the Executive Committee, provided that the CEO shall serve at the pleasure of the Executive Committee, and the Executive Committee may remove or discharge the CEO by a vote of not less than the majority of the members of the Executive Committee.

**Section 4.12. Fiduciary Duty.** The members of the Corporation Board, the Executive Committee, and the CEO are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Corporation Board, the Executive Committee and the CEO shall discharge this duty in good



faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

**Section 4.13. Compensation.** The members of the Corporation Board and the Executive Committee shall receive no compensation for the performance of their duties. A member of the Corporation Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Corporation Board and the Executive Committee may be reimbursed by the Corporation for actual and necessary expenses incurred (such as travel and meals) in the discharge of their official duties.

**ARTICLE V  
GENERAL POWERS OF THE CORPORATION**

**Section 5.01. Powers Granted under Act 7.** In carrying out its purposes, the Corporation may perform, or perform with any Person, as applicable, any power, privilege, or authority that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and in accordance with applicable law. The Corporation shall not have the power to bind a Party, unless otherwise agreed to by the Party. The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the Corporation, and is in addition to any powers authorized by law. Among other things, the Corporation shall have the powers to:

- (a). Make or enter into contracts;
- (b). Employ agencies or employees;
- (c). Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d). Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e). Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f). Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;
- (g). Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
- (h). Form other entities necessary to further the purposes of the Agreement; and
- (i). Sue and be sued in the name of the Corporation.

**Section 5.02. Additional Powers Granted Under Act 7.** The Corporation shall also have additional powers including but not limited to:

- (a). Employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable civil service and merit systems and Act 7;
- (b). Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
- (c). Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement;

- (d) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Corporation may apply for and accept grants, loans, or contributions from any source. The Corporation may do anything within its power to secure the grants, loans, or other contributions;
- (e) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the consent of the Party;
- (f) Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
- (g) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses agreed to by the Parties, and the rights of the other Parties in such cases;
- (h) Engage auditors to perform independent audits of the financial statements of the Corporation;
- (i) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
- (j) Employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
- (k) Study, develop, and prepare the reports or plans the Corporation considers necessary to further the purposes of this Agreement and to monitor and evaluate performance under this Agreement; and
- (l) Indemnify, as permitted by law, and procure insurance indemnifying any members of the Corporation Board, Executive Committee, or officers or employees of the Corporation from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Corporation.

**Section 5.03. Bonds or Notes; Limitation.** The Corporation shall not issue any type of bond in its own name, except as provided in this section, or in any way indebted a Party except as expressly authorized by that Party. The Corporation may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes provided that the Corporation shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Corporation, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Corporation are the debt of the Corporation and not of the Parties. Bonds or notes issued by the Corporation are for an essential public and governmental purpose. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and

income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Corporation are subject to the Revised Municipal Finance Act, 2001 PA 34, MCL 141.2101 to 141.2821 as required by Section 7(8) of Act 7.

**Section 5.04. Tax Limitation.** The Corporation shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement, however, prevents the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Corporation, as agreed by the Parties and to the extent provided by law.

**Section 5.05. Limitation on Political Activities.** The Corporation shall not spend any public funds on political activities. This section is not intended to prohibit the Corporation from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 to 169.282.

**Section 5.06. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law.

## ARTICLE VI

### SPECIFIC POWERS OF CORPORATION

**Section 6.01. Early Childhood Development.** The Corporation may continually and diligently endeavor to encourage early childhood development, improved delivery of child care, promote the social and educational enrichment of pre-kindergarten children, provide related training, education, and support services, and enhance cooperation in these areas.

**Section 6.02. Contracting.** The Corporation may enter into agreements, contracts or arrangements with a governmental entity or other persons necessary or appropriate to assist the Corporation in carrying out its duties and functions.

**Section 6.03. Funds, Gifts, Grants, Bequests, Donations.** The Corporation may accept gifts, grants, bequests and other donations for use in performing the Corporation's functions. Funds or property accepted shall be used as directed by its donor in accordance with applicable law, rules, and procedures. The Corporation may receive local, State, and federal funds to accomplish its purposes.

**Section 6.04. Municipal Employee Retirement System.** To the extent permitted under Michigan law, the Corporation Board may elect to become a participating municipality in the Municipal Employee Retirement System on behalf of all Corporation employees, but only pursuant to section 2c(2) of the Municipal Employees Retirement Act of 1984, 1984 PA 427, MCL 38.1501 to 38.1558.

**Section 6.05. Intergovernmental Activities.** The Corporation may form and own other legal entities to further the purposes of this Agreement. The Corporation may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entity created under Act 7.

**Section 6.06. Limitation of Powers.** The Corporation may not levy any type of tax within the boundaries of any Party or incur debt, liabilities or obligations which constitute debts, liabilities, or obligations of any Party.

**Section 6.07. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law.

## ARTICLE VII

### BOOKS, RECORDS, AND FINANCES

**Section 7.01. Corporation Records.** The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation, which shall be available to the Parties, shall include a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until termination of this Agreement and shall be returned to any successor entity or, if none, to the State.

**Section 7.02. Financial Statements and Reports.** The Corporation shall prepare, or cause to be prepared, at its own expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury and shall be made available to each of the Parties.

**Section 7.03. Audits.** The Executive Committee shall establish a dedicated audit committee of the Executive Committee for the purpose of overseeing the accounting and financial reporting processes of the Corporation and audits of its financial statements. The Executive Committee shall establish specific duties and obligations of the audit committee and standards and qualifications for membership thereon. The Corporation may require at least one member to be specifically knowledgeable about financial reports.

**Section 7.04. Freedom of Information Act.** The Corporation shall be subject to and comply with the FOIA.

**Section 7.05. Uniform Budgeting and Accounting Act.** The Corporation shall be subject to and comply with the Uniform Budget and Accounting Act. The CEO annually shall prepare and the Corporation Board shall approve a budget for the Corporation for each Fiscal Year.

**Section 7.06. Budget and Performance Standards.** Each Fiscal Year, the CEO shall prepare performance standards for review and approval by the Executive Committee.

**Section 7.07. Deposits and Investments.** The Corporation shall deposit and invest funds of the Corporation, not otherwise employed in carrying out the purposes of the Corporation, in accordance with an investment policy established by the Executive Committee consistent with laws and regulations regarding investment of public funds.

**Section 7.09. Disbursements.** Disbursements of funds shall be in accordance with the budget adopted by the Corporation Board, consistent with any guidelines established by the Executive Committee, and in accordance with law.

## ARTICLE VIII

### TERM/TERMINATION

**Section 8.01. Term.** This Agreement and the Corporation shall commence on the Effective Date and continue for an initial term of ten (10) years ("Initial Term"). After the initial term, the Agreement is extended in five (5) year increments unless not extended by joint action of the Parties.

**Section 8.02. Withdrawal by Department.** The Department may withdraw from the Agreement upon six (6) months notice to the Corporation.

**Section 8.03 Withdrawal by a Participant.** Any Participant may withdraw from the Agreement upon six (6) months notice to the Corporation. The withdrawal of any Participant shall not terminate nor have any effect upon the provisions of the Agreement as long as the Corporation has at least one (1) Participant.

**Section 8.04. Disposition upon Termination.** As soon as possible after termination of this Agreement, the Corporation shall wind up its affairs as follows:

- (a) All of the Corporation's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Corporation and distribution of its assets shall be paid first; and
- (b) Title to all property and assets owned by the Corporation shall be distributed as agreed upon by the Corporation Board, which may include transfer of such property and assets to a successor entity.

## ARTICLE IX

### ADMISSION OF PARTICIPANTS

**Section 9.01. Procedure.** After the Effective Date, an Eligible Public Agency may become a Participant by submitting a Request Form pursuant to guidelines established by the Executive Committee and shall be accompanied by the opinion of legal counsel as set forth in Section 9.04. The CEO may recommend approval or denial of a Request Form to the Executive Committee. The Executive Committee shall approve or deny the Request Form. If the Executive Committee approves the application, the governing body of the Eligible Public Agency shall adopt a resolution authorizing the Eligible Public Agency to enter into this Agreement.

**Section 9.02 Effective Date.** The effective date of admission of a Participant is the date on which this Agreement which contains the name and signatory of the Participant is filed with the Office of the Great Seal of the Michigan Department of State, and with the clerk of each county in this state in which the Participant is located, as required by Act 7.

**Section 9.03 Not an Amendment to Agreement.** The admission of additional Participants, after the Effective Date, shall not constitute an amendment to or alternative form of this Agreement nor change the Effective Date.

**Section. 9.04 Opinion of Legal Counsel.** The Request Form shall be accompanied by an opinion of legal counsel to the Eligible Public Agency that the Eligible Public Agency is validly formed and possesses the powers necessary to enter into this Agreement.



## ARTICLE X

### MISCELLANEOUS

**Section 10.01. Due Execution of this Agreement.** Each Party shall duly execute not less than two (2) counterparts of this Agreement, each of which (taken together) is an original but all of which constitutes one instrument.

**Section 10.02. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices shall be sent to each other Party's signatory to this Agreement, or that signatory's successor, in care of the Director in the case of the Department. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. All such notices of withdrawal shall be sent via certified mail to the address as set forth above such Party's signature.

**Section 10.03. Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

**Section 10.04. Severability of Provisions.** If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances and to the remaining Parties is not affected but will be enforced to the extent permitted by law, it being the intent of the remaining Parties to continue to agree to the substantive provisions of this Agreement and to implement the Agreement.

**Section 10.05. Governing Law.** This Agreement is made and entered into in this State of Michigan and shall in all respects be interpreted, enforced, and governed under Michigan law without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**Section 10.06. Captions and Headings.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and/or be interpreted as part of this Agreement.

**Section 10.07. Terminology.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

**Section 10.08. Cross-References.** References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article; unless specifically noted otherwise

herein, references in this Agreement to any Section include all subsections and paragraphs in the Section.

**Section 10.09. Jurisdiction and Venue.** In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of this State.

**Section 10.10. Amendment.** This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

**Section 10.11. Effective Date.** This Agreement is effective on the Effective Date.

This Agreement is executed by the Parties on the dates set forth below.

FAMILY INDEPENDENCE AGENCY,  
a principal department of the State of Michigan

Dated: 2/22/05

By: Marianne Udow  
Marianne Udow, Director

Address 235 S. Grand Avenue  
P.O. Box 30037  
Lansing, MI 48909-7537

Branch INTERMEDIATE SCHOOL DISTRICT

Dated: 2/22/05

By: Robert L. Redmond  
Robert L. Redmond, Superintendent

Address 370 Morse St  
Coldwater, MI 49036