

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF ROCHESTER HILLS AND CITY OF ROCHESTER  
REGARDING CHIEF FINANCIAL CREDIT UNION DEVELOPMENT**

THIS AGREEMENT is made with an Effective Date of \_\_\_\_\_, 2020, between the City of Rochester Hills, a Michigan municipal corporation, whose municipal offices are located at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 (“Rochester Hills”) and the City of Rochester, a Michigan municipal corporation, whose offices are located at 400 6<sup>th</sup> Street, Rochester, Michigan 48307 (“Rochester”).

WHEREAS, Chief Financial Credit Union (“Chief Financial”) is the owner of property (hereafter, “the Development Site”) located at 515 S. Rochester Road, which is bisected by the municipal boundary between Rochester Hills and Rochester such that the northerly part of the Development Site is located in Rochester, and the southerly portion of the Development Site is in Rochester Hills, as shown in attached Exhibit “A” (“the property”), and

WHEREAS, the Development Site is in the process of redevelopment by Chief Financial with a building proposed for construction that will overlay the municipal boundary, and for purposes of efficiency, economy, intergovernmental cooperation, and avoidance of duplication of effort, Rochester Hills and Rochester desire to decide and agree on the review, approval, permitting, and oversight responsibilities, processes, procedures, and services that will apply to this Development Site.

THEREFORE, Rochester Hills and Rochester agree:

1. Except as otherwise specifically provided herein, Rochester and Rochester Hills shall exercise their respective powers and authority as if this Agreement had not been executed.
2. Rochester Hills and Rochester shall each exercise their respective authority over land use and development of the Development Site. However, for the purposes of applying area and dimensional requirements and development standards, the Site Development shall be treated as a single parcel, and Rochester’s zoning and land development requirements shall govern.
3. Chief Financial shall be required to apply for and receive final site plan approval from each City (plus conditional land use approval in Rochester Hills).
4. The Site Development will be governed by Rochester’s engineering, building, and zoning codes and standards, and all planning, construction, and engineering plan reviews, approvals, inspections, oversight, permitting and enforcement will be performed and provided by Rochester, and Rochester Hills delegates its enforcement authority to Rochester for this purpose. Rochester Hills’ planning, engineering, and building departments will review such plans in an advisory role only, except that Rochester Hills reserves full right and authority to review and permit any connections to or use of Rochester Hills utilities, roads, and public infrastructure in accordance with Rochester Hills’ codes, standards, and requirements.

5. Rochester shall provide Rochester Hills with complete copies of all approved plans and construction drawings including any “as-built” plans submitted following completion of construction. Upon Rochester’s issuance of a Certificate of Occupancy, it shall notify Rochester Hills, which shall issue a letter of completion, provided that all conditions of site plan and conditional land use approval have been satisfied.

6. If an amendment to the approved site plan is later requested, Chief Financial, and any successor owner, shall be required to request and receive review and approval of the amended site plan by both cities.

7. Rochester Hills and Rochester shall provide such police, fire, and emergency services and responses as they each deem necessary. The Cities shall further establish and agree upon a protocol to guide the operations of their respective departments in responding to police, fire, and other emergency calls at the Development Site.

8. This Agreement shall be governed by and construed in accordance with Michigan law. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portion or provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

9. This Agreement shall be effective immediately as of the aforesaid Effective Date and shall remain effective for an indefinite term unless or until either party terminates the Agreement by giving at least sixty (60) days advance written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

**CITY OF ROCHESTER**

**CITY OF ROCHESTER HILLS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Bryan K. Barnett, Mayor

Its: \_\_\_\_\_

Although not a party to the foregoing Interlocal Agreement, Chief Financial acknowledges and consents to the Agreement and its provisions.

**CHIEF FINANCIAL CREDIT UNION**

By: \_\_\_\_\_

Its: \_\_\_\_\_