

August 11, 2015

The regular meeting of the Otsego County Board of Commissioners was held at the County Building, 225 West Main St., Room 100. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Julie Powers-Gehman, followed by the Pledge of Allegiance led by Maureen Derenzy.

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Motion by Commissioner Paul Liss, to approve the regular minutes of July 28, 2015 with attachments Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the FY 2015 Delinquent Tax/Capital Projects budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to appoint Brett Bowen to the Commission on Aging with the term to expire December 31, 2017. Ayes: Unanimous. Motion carried.

Motion to reappoint Diane YoungeDyke to the Library Board with the term to expire August 31, 2020. Ayes: Unanimous. Motion carried.

Administrator's Report:

John Burt reported on the Community Center Renovations; EMS Building expansion; Foreclosed property cleanup; DNR grant received for trails; Budget amendment for 9-1-1 for radio purchases.

Motion by Commissioner Lee Olsen, to approve the 9-1-1 fund (fund 261) budget amendment in the amount of \$33,000 as presented. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report:

Maureen Derenzy reported on the Library.

Special Presentations:

Mary Sue Moreau reported on the Northeast Michigan Consortium.

Motion by Commissioner Julie Powers-Gehman to approve the Northeast Michigan Consortium Interlocal Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

City Liaison, Township and Village Representative: None.

Correspondence:

Chairman Ken Borton received a card from Judi Doan

New Business:

Motion by Commissioner Paul Liss, to approve the August 4, 2015 Warrant in the amount of \$196,915.74. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Beachnau, to approve the August 11, 2015 Warrant in the amount of \$580,433.26. Ayes: Unanimous. Motion carried.

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Paul Beachnau reported on the City Council meeting.

Commissioner Julie Powers-Gehman reported on the City Council meeting.

Commissioner Lee Olsen reported on the Charlton Township Meeting; Advertising is bringing more visitors to Treetops.

Commissioner Erma Backenstose commented on the rentals in Otsego County.

Commissioner Paul Liss reported on the Township hall work.

Commissioner Bruce Brown had no report.

Commissioner Ken Glasser reported on the Health Department.

Commissioner Doug Johnson reported on the Parks and Recreation meeting.

Chairman Ken Borton reported on the MAC Regional meeting; Bagley Township meeting.

Meeting adjourned at 10:46 a.m.

Kenneth C. Borton Chairman

Susan I. DeFeyter, Otsego County Clerk



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Delinquent Tax/Capital Projects

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE EMS Building Addition – Medical Examiner Space

Account Number	Decrease	Increase
499-050-699.030 Transfer In	\$	\$34,800
516-050-400.001 Budgeted Use of Fund Balance	\$	\$34,800
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
499-901-970.300 MEDEXAM Property Improvements	\$34,800	\$
516-999-999.000 Transfer Out	\$34,800	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department
Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

NORTHEAST MICHIGAN CONSORTIUM
FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
THE ALCONA COUNTY BOARD OF COMMISSIONERS,
THE ALPENA COUNTY BOARD OF COMMISSIONERS,
THE CHEBOYGAN COUNTY BOARD OF COMMISSIONERS,
THE CRAWFORD COUNTY BOARD OF COMMISSIONERS,
THE IOSCO COUNTY BOARD OF COMMISSIONERS,
THE MONTMORENCY COUNTY BOARD OF COMMISSIONERS,
THE OGEMAW COUNTY BOARD OF COMMISSIONERS,
THE OSCODA COUNTY BOARD OF COMMISSIONERS,
THE OTSEGO COUNTY BOARD OF COMMISSIONERS,
THE PRESQUE ISLE COUNTY BOARD OF COMMISSIONERS,
AND
THE ROSCOMMON COUNTY BOARD OF COMMISSIONERS,

WHEREAS the Parties desire to enter into this Interlocal Agreement, pursuant to the Urban Cooperation Act, Act 7 of the Public Acts of 1967, Ex. Sess, being MCL 124.501 et seq., as amended (the UCA); and

WHEREAS the eight counties, Alcona, Alpena, Cheboygan, Crawford, Montmorency, Oscoda, Otsego and Presque Isle established the Northeast Michigan Consortium (NEMC) hereinafter referred to as Consortium or NEMC, as a separate legal entity under the Urban Cooperation Act (UCA) of 1967, as amended, Michigan Compiled Laws (MCL) 124.501 under an Interlocal Agreement dated August 25, 1983 for the purpose of operating programs under the Job Training Partnership Act (JTPA) and subsequent replacement legislation in the eight counties of the agreement; and

WHEREAS in order to comply with provisions of the Workforce Innovation and Opportunity Act (WIOA) and subsequent replacement legislation; and

WHEREAS Iosco County, Ogemaw County and Roscommon County desires to join the consortium under the UCA for the purpose of providing for the administration of employment and training programs in those areas, because the Michigan Works! service delivery area has been expanded to include Iosco County, Ogemaw County and Roscommon County; and

WHEREAS Alcona County, Alpena County, Cheboygan County, Crawford County, Iosco County, Montmorency County, Ogemaw County, Oscoda County, Otsego County, Presque Isle County and Roscommon County are all public agencies that are authorized to enter this Interlocal Agreement under the UCA, pursuant to resolutions of each of their governing bodies, which resolutions designate the officer authorized to sign this Interlocal Agreement on behalf of each public body; and

WHEREAS the Counties agree that pursuant to authorities of Michigan Public Act 7 the Northeast Michigan Consortium is reestablished on behalf of the Counties by mutual consent of the respected chief elected officials of each county board of commissioners.

THEREFORE, it is agreed by the parties as follows:

Article I. Purpose of the Interlocal Agreement

The purpose of this Agreement is to provide for the parties signatory to combine for the more efficient and effective operation of programs and activities as defined in this Agreement and as set forth in the Charter. "Charter" means the Northeast Michigan Consortium Charter, exhibits, and appendices as described in Article XXI of this

agreement. attached hereto.

The general purpose of this Agreement is to create, stimulate and encourage employment through employment and training programs, the federal Workforce Innovation and Opportunity Act (WIOA) and subsequent replacement legislation, and related economic development and other programs or activities.

Pursuant to the UCA, as amended, Alcona County, Alpena County, Cheboygan County, Crawford County, Iosco County, Montmorency County, Ogemaw County, Oscoda County, Otsego County, Presque Isle County and Roscommon County enter into this First Amended and Restated Interlocal Agreement for the purpose of reestablishing NEMC as a separate legal entity and a public body corporate under section 7 of the UCA for the purpose of:

- 1) Increasing for individuals in the Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon County area, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- 2) Supporting the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system the Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon County area.
- 3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts to provide the Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon County area workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide the service area employers with the skilled workers the employers need to succeed in a global economy.
- 4) Promoting improvement in the structure of and delivery of services through the workforce development system in the Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon County area to better address the employment and skill needs of workers, jobseekers, and employers.
- 5) Providing workforce investment activities, through the local workforce development system in the Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon County area that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency and the dependence of needy individuals on government benefits by promoting job preparation and work, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the local workforce.
- 6) Complying with applicable statutes and regulations applicable to programs established for such purposes.

Such programs and activities shall be developed and operated through the

implementation of:

- The Workforce Innovation and Opportunity Act, P. L. 113-128 (hereafter WIOA);
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, P. L. 104-195 (hereafter PRWORA);
- The Wagner-Peyser Act, P. L. 97-300;
- The Trade Act of 1974, P. L. 93-618, as amended;

And regulations adopted thereunder, together with any successor legislation thereto, and through any additional local, state or federal legislation enacted or program established to achieve similar purposes. This Interlocal Agreement does not create and is not intended to create any direct or indirect third-party beneficiaries.

Article II. Creation of Northeast Michigan Consortium

- 1) Alcona County, Alpena County, Cheboygan County, Crawford County, Iosco County, Montmorency County, Ogemaw County, Oscoda County, Otsego County, Presque Isle County and Roscommon County hereby execute this First Amended and Restated Interlocal Agreement in order to include Iosco County, Ogemaw County and Roscommon County in the consortium formed under the UCA and to comply with statutes and regulations applicable to programs administered by NEMC. NEMC is a separate legal entity and a public body corporate under Section 7 of the UCA. NEMC is the same entity which was established under the Interlocal Agreement between the counties of Alcona, Alpena, Cheboygan, Crawford, Montmorency, Oscoda, Otsego and Presque Isle on August 25, 1983. This Interlocal Agreement shall be approved by the concurrent resolutions of the Boards of Commissioners of Alcona County, Alpena County, Cheboygan County, Crawford County, Iosco County, Montmorency County, Ogemaw County, Oscoda County, Otsego County, Presque Isle County and Roscommon County. The terms of the Interlocal Agreement shall be entered into the minutes of the proceedings of the respective Commissions. Prior to the effective date of this Agreement, the parties shall comply with the filing requirements of Section 10 of the UCA, MCL 124.510.
- 2) NEMC shall comply with all federal and state laws, rules, regulations, and orders applicable to this Interlocal Agreement, as well as applicable local ordinances and other requirements.

Article III. Geographical Area to be Served

The service area of NEMC shall include all cities, townships and villages, incorporated or unincorporated, chartered or unchartered, located within Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon counties.

Article IV. Duration of Interlocal Agreement

The effective date of this First Amended and Restated Agreement shall be October 1, 2015, following the approval of this Interlocal Agreement by all parties, the approval of the Governor of the State of Michigan, the Workforce Development Agency, and the filing of this Interlocal Agreement with the Department of State, Office of the Great Seal, and the filing thereof in the office of the County Clerk of each county where a party is located, as required by Section 10 of the UCA. This Interlocal Agreement shall remain in effect until terminated pursuant to Article XIX.

Article V. Financial Support of Consortium

It is the intention of the Counties that financial support of the entity created under this Agreement shall be obtained from federal, state, and other sources under the federal

Workforce Innovation and Opportunity Act, and any subsequent or replacement legislation, other employment and training programs, and other related economic development or other activities at the discretion of the Administrative Board. All such funds shall be received, held, expended, and accounted for in accordance with applicable laws and regulations.

In the event that the member Counties individually or severally, should determine in the future to contribute to the costs of operation or activities undertaken by the Consortium, such funds shall be held, disbursed, and accounted for in accordance with standards negotiated and adopted at the time the funds are received. Further, the member Counties would allocate upon such basis as may be agreed upon at the time.

Article VI. Financial Responsibilities of Counties

Each governmental unit signatory hereto hereby acknowledges and agrees that it will be and remain jointly and ~~severally~~ equally liable with the other signatory counties for the use of any funds granted to and received by the Consortium.

Article VII. Powers of NEMC

The parties to this Interlocal Agreement hereby designate NEMC as the grant sub-recipient and fiscal agent under WIOA pursuant to Sections 3(9) and 107(d)(12)(B) of WIOA, or successor legislation.

The Northeast Michigan Consortium shall be a public body corporate possessing the power to enter into contracts, to receive, administer, expend and account for money and property in its own name, and in general to exercise all powers necessary or convenient to carry out its' responsibilities under this Agreement, including but not limited to the federal Workforce Innovation and Opportunity Act, and subsequent replacement legislation. Within the scope of its purpose and authorities, the Consortium shall carry out the functions otherwise delegated to local governments within the service delivery area in the area served by the Consortium.

All costs of operation of the Consortium created by this Agreement shall be borne by the Consortium out of revenue received as provided for in this Agreement.

NEMC is reestablished by this Interlocal Agreement to have the authority to operate as the grant sub-recipient and fiscal agent pursuant to WIOA or any successor legislation thereto, for Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon counties; and the agency authorized to operate programs of the type described in Article I.

- 1) As the grant sub- recipient under WIOA or any successor legislation thereto, NEMC shall have the authority to administer employment and training programs that:
 - a. Accomplish the purposes described in Sections 1 through 6 of Article I;
 - b. Are permitted to be operated or performed by NEMC by any of the other employment and training statutes described in Article I or any other legislation enacted or programs established for similar purposes.
- 2) NEMC may enter into contracts with federal, state, and local public and private agencies and organizations, persons, and companies as necessary to carry out the purposes of NEMC described in Article I.
- 3) NEMC may submit grant applications and plans to funding agencies and may solicit, receive and accept grants, gifts, or bequests to support or promote the activities authorized by law.

- 4) NEMC may acquire, own, possess, operate, maintain, lease, or sell real and personal property necessary for the administration and operation of its programs.
- 5) NEMC will procure insurance for any liabilities that might be incurred in the performance of its functions.
- 6) NEMC shall be the employer of personnel and staff necessary for the administration and operation of its programs, which employees shall not be deemed employees of Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle or Roscommon counties.
- 7) NEMC may negotiate, in conjunction with the Workforce Development Board, performance standards under WIOA or successor legislation, for NEMC and its subcontractors, with the Governor or his or her designee.
- 8) NEMC shall have the authority to ratify the designation or termination of a One-Stop Operator under WIOA or successor legislation, by the Workforce Development Board.
- 9) NEMC may sue and be sued in its own name.
- 10) NEMC may establish rates and charges, impose and collect fees and charges in connection with any of its activities or services.
- 11) Contracts into which NEMC may enter shall be signed by the Chair or Vice-Chair of the Administrative Board, or by the NEMC Director.
- 12) Subject to constraints established in this Interlocal Agreement, appended Charter, and/or applicable state or federal laws, NEMC may adopt appropriate rules and regulations for the conduct of its affairs as may be necessary or convenient.

Article VIII. Governing Board

1. MEMBERSHIP

There is hereby created an Administrative Board which shall consist of an appointed representative from participating counties for the purpose of fulfilling on behalf of the member Counties the responsibilities, authorities, and obligations of the Consortium consistent with the Charter attached hereto. The members of the Administrative Board shall be the "Chief Elected Officials" of the be a member of the Board of Commissioners from each of the following counties: Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon County's workforce investment area for the purpose of WIOA or successor legislation. Each member of the Administrative Board shall serve at the pleasure of the respective governing body that appointed him or her. As vacancies occur on the Administrative Board, such vacancies shall be filled by the governing body of the appropriate public agency. ~~An appointment of a successor member to fill the seat of a member appointed for a fixed term shall be for the remainder of the unexpired term.~~

Public Agency	NEMC Administrative Board Member	Appointed By
Alcona County	County Board Member or Designee	County Board of Commissioners
Alpena County	County Board Member or Designee	County Board of Commissioners
Cheboygan County	County Board Member or Designee	County Board of Commissioners
Crawford County	County Board Member or Designee	County Board of Commissioners
Iosco County	County Board Member or Designee	County Board of Commissioners
Montmorency County	County Board Member or Designee	County Board of Commissioners

Ogemaw County	County Board Member or Designee	County Board of Commissioners
Oscoda County	County Board Member or Designee	County Board of Commissioners
Otsego County	County Board Member or Designee	County Board of Commissioners
Presque Isle County	County Board Member or Designee	County Board of Commissioners
Roscommon County	County Board Member or Designee	County Board of Commissioners

The number of member appointments for each participating county shall be consistent with the Charter.

Each party signatory to this agreement reserves the power of their chief-elected official- chairperson, in the event that such official is not a member of the Administrative Board, to participate in the activities of the Consortium. This may be accomplished through replacement of current Administrative Board members with the chief elected officials consistent with local county procedures and policy, or simply the opportunity to appear before and address meetings of the Administrative Board or committees thereof.

2. CHAIRPERSON AND VICE-CHAIRPERSON

The Administrative Board shall have a Chairperson and Vice-Chairperson, which officers shall be elected annually by members of the Administrative Board consistent with the Charter attached hereto.

- a) Chairperson. The Chairperson shall preside at all meetings of the Administrative Board.
- b) Vice-Chairperson. The Vice-Chairperson shall perform the duties and exercise the power of the Chairperson in the absence or disability of the Chairperson.

3. MEETINGS; VOTING

- a) The Administrative Board shall conduct business at regular meetings which shall be consistent with the Charter. The Chairperson of the Administrative Board may also convene special meetings. Such meetings shall be held in compliance with the Open Meetings Act, MCL 15.261 et seq.

4. DUTIES AND RESPONSIBILITIES

The Administrative Board shall be responsible for the following:

- a) All activities necessary or appropriate to effectuate the powers of NEMC pursuant to Article VII of this Agreement and to administer, disburse, monitor and account for federal, state or local grant funds received by NEMC.
- b) The appointment and dismissal of a Director of NEMC.
- c) Contracts, the annual program budgets, and operational policies of NEMC, provided that the Administrative Board's power herein shall be subject to the authority of the Workforce Development Board (WDB) when required by law or the terms of any grant.
- d) The duties described in Article XIV of this Interlocal Agreement
- e) The appointment of the members of Workforce Development Board (WDB) pursuant to Article IX of this Interlocal Agreement and any contractual relationship between the Administrative Board and the WDB.
- f) The establishment of rules, regulations, and/or by laws of the Administrative Board.

- g) Administrative Board has authority on behalf of the Counties and their respective chief elected officials and without further approval to modify the Charter as necessary.

5. FIDUCIARY DUTY

The members of the Administrative Board are under a fiduciary duty to conduct the activities and affairs of NEMC in the best interests of NEMC, including the safekeeping and use of all NEMC monies and assets for the benefit of NEMC. The members of the Administrative Board shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

6. COMPENSATION

The members of the Administrative Board shall receive no additional compensation for the performance of their duties as members of the NEMC Administrative Board. A member of the Administrative Board may engage in private or public employment, or in a profession or business.

7. ETHICS AND CONFLICT OF INTEREST

The Administrative Board shall adopt ethics policies governing the conduct of Administrative Board members and the officers and employees of NEMC.

Article IX. Workforce Development Board (WDB) Acknowledgment

1) Creation

NEMC will establish a Workforce Development Board (WDB) as required by in accordance with Section 107 of WIOA and Section 9 of P. A. 491 of 2006 (MCL 408.119), or any successor legislation.

2) Membership

The WDB shall consist of representatives of the private sector, as defined by law, educational agencies, organized labor, rehabilitation services, community-based organizations, economic development agencies, or any other entities required by law, and may include representatives of other entities permitted by law, as determined by the Administrative Board. The Director of NEMC shall obtain nominations and recommendations for membership on the WDB as provided by law and shall provide the names of the individuals so nominated or recommended to members of the Administrative Board. The members of the WDB shall be appointed by the Administrative Board.

3) Duties and Responsibilities

It shall be the function of the WDB to perform the functions described in Section 107 of WIOA and to provide policy and program guidance for all activities funded under WIOA, or successor legislation, and provide policy and program guidance for other employment and training grants in Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle and Roscommon Counties in collaboration with the Administrative Board, together with any other powers and duties provided by law, subject to any agreement negotiated between the WDB and the Administrative Board under WIOA or any successor legislation thereto. The Director of NEMC shall provide professional, technical, and clerical staff to serve the WDB as required in any agreement negotiated between the Administrative Board and the WDB.

Article X. Director

- 1) With respect to WIOA programs and other employment and training programs operated under similar legislation enacted for similar purposes, and when otherwise required by law, the Director of NEMC shall be responsible for implementing the programs and policies of the Administrative Board and WDB. In addition to the responsibilities set forth in this Interlocal Agreement, the Director shall have such duties and powers as shall be prescribed by the Administrative Board.
- 2) The Director is under a fiduciary duty to conduct the activities and affairs of NEMC in the best interests of NEMC, including the safekeeping and use of all NEMC's funds and assets for the benefit of NEMC. The Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.
- 3) The Director may enter and sign contracts on behalf of NEMC.

Article XI. Civil Rights

The parties to this Interlocal Agreement agree that in the performance of its duties under this Interlocal Agreement and in the administration employment and training programs, NEMC will comply with the Elliott-Larsen Civil Rights Act, P. A. 1976, No. 253, the Michigan Persons with Disabilities Civil Rights Act, P. A. 1976, No. 220, and subsequent replacement legislation and that NEMC shall not discriminate against 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, disability, height, weight or marital status.

Article XII. Privileges and Immunities from Liability

The officers, agents, and employees of NEMC shall be entitled to the protection of Section 9 of the UCA (MCL 124.509) to the extent such Section is applicable. The parties to this Interlocal Agreement agree that no provision of the agreement is intended, or shall be construed, as a waiver of any governmental immunity provided by the UCA or other applicable law.

Article XIII. Books and Records

The Director shall be responsible for keeping and maintaining adequate books and records of all revenues, rates, charges, expenses, accounts receivable, accounts payable, and other debts and obligations in accordance with the Uniform Budgeting and Accounting Act, (UBAA), MCL 141.421 et seq., and other applicable state and federal law and generally accepted accounting principles. Such books and records shall be public records and, as such, available for inspection at any reasonable time. NEMC shall comply with the Freedom of Information Act.

Article XIV. Annual Audit

The Administrative Board shall require strict accountability of all funds. An annual independent certified audit of all receipts, disbursements, and financial controls shall be prepared and shared with the Administrative Board.

Article XV. Financial Management System

The Administrative Board shall establish such controls and procedures deemed necessary to ensure strict financial accountability. At a minimum, such controls and procedures shall provide for: the preparation of an annual budget that complies with the UBAA and other applicable state and federal law; accurate, current and complete disclosure of the financial results of each grant program; records that identify

adequately the source and application of funds; effective control over and accountability for all funds, property, and other assets; comparison of actual outlays to budgeted amounts; procedures to minimize Federal cash on hand; procedures for determining reasonableness, allowability and allocability of costs in accordance with applicable grant requirements; accounting records that are supported by source documentation; and the preparation of an annual financial statement, in compliance with the UBAA, and submission thereof to the Michigan Department of the Treasury. All disbursements shall be approved by at least two signatories, with signatories authorized by the Director. Individuals directly responsible for the handling of cash receipts and disbursements shall be bonded with such sureties as required by the Administrative Board.

Article XVI. Prohibited Powers

The Consortium shall have no power or authority to levy any type of tax or to issue any type of bond in its own name, or, except as provided in Article VII, to in any way indebted any governmental unit signatory hereto.

Article XVII. Ownership of Property

All property acquired by NEMC shall be owned exclusively by NEMC, unless title is vested in a funding agency, as provided by law, or as otherwise provided in writing by NEMC. If NEMC shall cease to exist, all of the assets of NEMC, after all legal obligations have been paid, shall be divided equally or otherwise by mutual agreement among all local governments which are parties to this Interlocal Agreement, subject, however, to the rights of federal and state agencies and subject further to any special agreement or obligation regarding the acquisition of any such assets.

Article XVIII. Adjudication of Disputes

In the event any party to this Interlocal Agreement fails to comply with any part of this Interlocal Agreement, or a dispute between any of the parties arises concerning implementation of the provisions of this Agreement and the matter(s) is/are not resolved to the satisfaction of all of the interested parties, the following procedures shall be adhered to, to the extent permitted by law:

1. The complaining party shall describe the dispute in writing and mail copies to the chief elected officials of the other public agencies and the Director of NEMC.
2. Within ten (10) days of mailing the written dispute, a meeting shall be held between the appropriate administrators of the parties to the dispute(s) and the NEMC Director to resolve the stated matter(s).
3. Should the above-stated meeting fail to result in a resolution, the complaining party may request arbitration of the matter by giving written notice of its request to all other public agencies and the Director of NEMC within 10 business days following the meeting. The chief elected officials of the public agencies involved in the dispute shall mutually agree upon an arbitrator. The cost of the arbitrator and the expenses of any hearing shall be shared equally by the parties involved in the dispute. Except as provided herein, the arbitration procedure shall comply with the Michigan Uniform Arbitration Act, P. A. 2012, No. 371.
4. The arbitrator's power shall be limited to the application and interpretation of this Agreement. If the facts underlying the complaint are not in dispute, the parties to the complaint shall submit a stipulated statement of facts to the arbitrator within 5 business days after the arbitrator has been selected. The complaining party may also submit a written argument to the arbitrator, with a copy to the opposite party, within 10 business days after the arbitrator has been selected, and the opposite

party may submit a written response to the argument with the arbitrator, with a copy to the complaining party, within 5 days thereafter.

5. Unless the parties may agree that the dispute may be decided on the basis of stipulated facts and written arguments, it will be decided at a hearing. The arbitrator shall issue a written decision to the parties involved in the dispute, with a copy to the Director of NEMC. The decision shall be final and binding upon the parties involved in the dispute; provided that any such party retains all legal rights to challenge the decision if it is outside the arbitrator's jurisdiction or may be vacated under the Michigan Uniform Arbitration Act

Article XIX. Termination of Participation in Interlocal Agreement by Any Party

This Agreement shall continue until terminated by unanimous agreement of the parties. Any local government signatory hereto shall have the right to withdraw from participation by mailing written notice thereof certified or registered mail postage prepaid to all other local governments which are parties to this Agreement. Such withdrawal shall be effective 90 days from the date of mailing of the notice or at such later time as may be specified in the notice. Such withdrawal shall not defeat or diminish the withdrawing party's liability incurred with respect to federal or state funds expended or committed during the withdrawing party's term of participation.

Article XX. Amendments

This Interlocal Agreement may ~~only~~ be amended only with unanimous consent and resolution of the Boards of Commissioners of Alcona County, Alpena County, Cheboygan County, Crawford County, Iosco County, Montmorency County, Ogemaw County, Oscoda County, Otsego County, Presque Isle County and Roscommon County, approval by the Governor and filing with the Department of State, Office of the Great Seal, and the county clerks of each county in which a party is situated.

Article XXI. Charter, Exhibits and Appendices

The Northeast Michigan Consortium Charter, exhibits and appendices referenced herein are ~~hereby made a part of this Agreement. The Charter is intended to describe~~ in greater detail the powers and responsibilities of the respective county units of government, the Administrative Board and parameters for the administrative structure and operations.

Charter

WHEREFORE, the parties hereto have executed the written Interlocal Agreement on the day and year indicated below:

ALCONA COUNTY

By _____
Kevin Boyat, Chairperson
Board of Commissioners

Attest: _____
Patricia A. Truman, Clerk
Date of Signing: _____

ALPENA COUNTY:

By _____
Cameron Habermehl, Chairperson
Board of Commissioners

Attest: _____
Bonnie Friedrichs, Clerk
Date of Signing: _____

CHEBOYGAN COUNTY;

By _____
Pete Redmond, Chairperson
Board of Commissioners

Attest: _____
Mary Ellen Tryban, Clerk
Date of Signing: _____

CRAWFORD COUNTY;

By _____
Dave Stephenson, Chairperson
Board of Commissioners

Attest: _____
Sandra More, Clerk
Date of Signing: _____

IOSCO COUNTY:

By _____
Jeffrey Matthews, Chairperson
Board of Commissioners

Attest: _____
Nancy Huebel, Clerk
Date of Signing: _____

MONTMORENCY COUNTY:

By _____
Gene Thornton, Chairperson
Board of Commissioners

Attest: _____
Cheryl Neilsen, Clerk
Date of Signing: _____

OGEMAW COUNTY:

By _____
Greg Illig, Chairperson
Board of Commissioners

Attest: _____
Gary R. Klacking, Clerk
Date of Signing: _____

OSCODA COUNTY:

By _____
Jack Kischnick, Chairperson
Board of Commissioners

Attest: _____
Jeri Winton, Clerk
Date of Signing: _____

Charter

OTSEGO COUNTY:

By _____
Ken Borton, Chairperson
Board of Commissioners

Attest: _____
Susan DeFeyter, Clerk
Date of Signing: _____

PRESQUE ISLE COUNTY:

By _____
Carl L. Altman, Chairperson
Board of Commissioners

Attest: _____
Ann Marie Main, Clerk
Date of Signing: _____

ROSCOMMON COUNTY:

By _____
Bob Schneider, Chairperson
Board of Commissioners

Attest: _____
Michelle M. Stevenson, Clerk
Date of Signing: _____