

INTERLOCAL AGREEMENT

**To Establish and Manage a Multi-County Materials
Management Plan**

BETWEEN

County of Isabella

County of Clare

County of Gladwin

County of Gratiot

County of Mecosta

County of Midland

County of Ogemaw

County of Osceola

* * * * *

Dated: ____ day of _____, 2024

INTERLOCAL AGREEMENT

This Interlocal Agreement, dated this ____ day of _____, 20____ ("Agreement"), between the County of Isabella, located at 200 N. Main Street, Mt. Pleasant, Michigan 48858 ("Isabella County"), the County of Clare, located at 225 West Main Street, Harrison, Michigan 48625 ("Clare County"), the County of Gladwin, located at 401 W. Cedar Ave, Gladwin, Michigan, 48624 ("Gladwin County"), the County of Gratiot, located at 214 E. Center Street, Ithaca, Michigan 48847 ("Gratiot County"), the County of Mecosta, located at 400 Elm Street, Big Rapids, Michigan 49307 ("Mecosta County"), County of Midland, located at 220 W. Ellsworth Street Midland, Michigan 48640 ("Midland County"), The County of Ogemaw, Located at 806 West Houghton Ave. West Branch, Michigan 48661 ("Ogemaw County"), the County of Osceola, Located at 301 W. Upton Ave. Reed City, Michigan 49677 ("Osceola County"),and states the following:

ARTICLE I. RECITALS

WHEREAS, the Michigan Constitution of 1963, Article 7, Section 28, permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might lawfully exercise separately; and

WHEREAS, one lawful mechanism to join political subdivisions to allow for the parties to exercise a power jointly is by “Interlocal Agreement”; and

WHEREAS, the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et. seq. ("Act"), provides the legal process and the authorization for an Interlocal Agreement in Michigan; and

WHEREAS, the Act defines Interlocal Agreement at MCL 124.502(a) and that definition is adopted in full by reference herein; and

WHEREAS, each County unit of government participating in this Interlocal Agreement is a local unit of government as defined in the Act at MCL 124.502(b); and

WHEREAS, each County unit of government participating in this Interlocal Agreement is a "Public Agency" as defined in the Act at MCL 124.502(e); and

WHEREAS, under the Act, a Public Agency may exercise jointly with another Public Agency, any power, privilege, or authority that the participating Public Agencies share in common and that each participating Public Agency might exercise separately; and

WHEREAS, under the Act, a joint exercise of power under the Act shall be made by a contract in the form of an Interlocal Agreement that is otherwise consistent with the requirements under the Act; and

WHEREAS, the participating County units of government named herein now wish to approve, adopt and become parties to this Agreement in the form of an Interlocal Agreement consistent with the rights set forth in the Act and the terms and provisions set forth in this Agreement. Each participating County herein agrees that a decision to enter into this Agreement shall be by a majority vote of that County’s legislative body with a public hearing under MCL 124.505a(3) of the Act consistent with the Open Meetings Act; and

WHEREAS, under Part 115 of the Natural Resources and Environmental Protection Act, Subpart 11, being MCL 324.11571 through MCL 324.11587 ("Part 115"), the Department of Environment, Great Lakes, and Energy ("EGLE") shall ensure that each County in Michigan has an approved Materials Management Plan ("MMP"); and

WHEREAS, any approved MMP must assure adequate materials management capacity for all non-hazardous waste generated in a County. The MMP must also ensure that materials managed under the MMP are collected, processed, or disposed at facilities that are consistent with a plan and which otherwise comply with all applicable state laws and regulations; and

WHEREAS, under Part 115 at MCL 324.11571(2), the planning area of a single MMP may include two (2) or more Counties if properly approved by the legislative bodies of those Counties with respect to the joint exercise of powers and performance of duties with respect to an MMP as required under Part 115 and shall be in the form of a "Multi-County MMP"; and

WHEREAS, under Part 115 at MCL 324.11571(3), a Multi-County MMP process shall be subject to the same procedures for submittal, review and approval as a Single-County MMP; and

WHEREAS, a Multi-County MMP may be more effective and efficient than a Single County MMP by way of improved operations, decreased costs, environmental concerns, education, outreach efforts, funding and overall market development; and

WHEREAS, the goals of an MMP are set forth in Part 115 at MCL 324.11577 and those goals are hereby adopted in full by reference in this Agreement; and

WHEREAS, based on currently provided information, a Multi-County MMP process may be entitled to additional state funding to carry-out the purposes of the MMP process; and

WHEREAS, Isabella County, Clare County, Gladwin County, Gratiot County, Mecosta County, Midland County, Ogemaw County, and Osceola County, now wish to enter into this Agreement to provide for and effectuate the process of a Part 115 Multi-County MMP consistent with the terms and provisions set forth below and otherwise consistent with the Act and Part 115.

ARTICLE II.
DEFINITIONS

- A. "Act" shall mean the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et. seq.
- B. "Agreement" shall mean this Interlocal Agreement made pursuant to the Act and as authorized under Part 115 as defined herein.
- C. "Effective Date" shall mean the date this Interlocal Agreement is fully executed by the Parties and in compliance with Section 10 of the Act, if required.
- D. "EGLE" shall mean the State of Michigan Department of Environmental, Great Lakes and Energy.
- E. "Legislative Body" shall mean the County Board of Commissioners or any other form of Board or Commission that governs a County that is a Party herein.
- F. "MMP" shall mean a Materials Management Plan as defined under the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, Subpart 11.
- G. "Open Meetings Act" shall mean the State law codified at MCL 15.231 et. seq. including all future amendments.
- H. "Part 115" shall mean Part 115 of the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, specifically MCL 324.11571 to MCL 324.11587.

I. "Party or Parties" shall mean, singularly or in plural, the County local units of government that are members of this Agreement and are otherwise authorized to be part of this Agreement under the Act and have taken official and binding action to become a Party this Agreement.

J. "State" shall mean the State of Michigan, including all of its divisions and agencies.

ARTICLE III. **TERMS AND PROVISIONS**

A. Purposes. The purpose of this Agreement is to provide for the joint exercise of the rights and obligations as set forth at Part 115 with respect to the establishment and management of an approved MMP and to exercise all powers allowed in the formation of a Multi-County MMP, including the proper receipt and use of State funding, the disbursement of unused or excess funding, the accounting and reporting on all funding and expenditures, the management of resources, and the proper development and submittal of all-required notices and documents to EGLE with respect to the MMP process for a Multi-County MMP. The purpose shall also include complying with the Part 115 requirements for the development, submittal, approval and subsequent administration of a fully approved Multi-County MMP that complies with the requirements of Part 115.

B. Term. This Agreement shall have an Effective Date of the _____ day of _____, 2024 and the Agreement shall continue in perpetuity until terminated by a unanimous vote of the Parties to this Agreement at the time of termination or terminated by the provisions of a controlling and applicable state law that mandates termination.

C. Formation Funding. The Parties to this Agreement agree and acknowledge that there may be third-party legal and expert fees and costs associated with the formation of this Agreement including preparation and presentations to the relevant County Legislative Bodies. The Parties to this Agreement agree to manage and fund any jointly incurred third-party fees and costs of formation and presentation equally and each Party further agrees to

pay its own internal fees and costs, if any, arising from the preparation, review and execution of this Agreement.

D. Funding Of The Multi-County MMP Process. Each Party, with review and approval by their respective Legislative Body, shall allocate \$70,000.00 of the year one (1) State and grant funding received by that Party under Part 115 at MCL 324.11587 to that Party's designated County Approval Agency ("CAA") as established herein. Funding that becomes available from the State by grant or otherwise after year one (1) of the MMP process shall be reviewed and allocated to each CAA as determined by the Legislative Body of each participating County and with recommendations by the Designated Planning Agency ("DPA") as defined herein. Any funds not used or required to complete a full and approvable Multi-County MMP shall be reimbursed to each County in the same proportion as paid under this Agreement. All funding and disbursements of funding shall be subject to standard accounting practices and shall be disclosed by the DPA to all CAA's on a quarterly basis.

E. Formation Process. The initial Parties to this Agreement shall, as necessary and as required by the Act or by Part 115 and the MMP process, obtain the required approvals from the Legislative Body of each Party participating in this Agreement in carrying out the purposes of this Agreement as set forth herein. This Agreement, which has the purpose of creating a Multi-County MMP, shall be disclosed as legally required under Part 115, including MCL 324.11571(7) or any other provision of Part 115 that requires disclosure.

F. Designation of the County Approval Agency ("CAA"). By executing this Agreement, the Parties, with a majority vote by their respective Legislative Body, agree, acknowledge, and declare that each participating County shall be and is the designated the CAA for all purposes under Part 115 and for all purposes in MMP process, including the right to receive State and other funding.

G. Designation of the Designated Planning Agency ("DPA"). By executing this Agreement, the Parties, with a majority vote by their respective Legislative Body, agree and acknowledge that the current Chairperson of the Legislative Body from Isabella County (or designee) shall be and is the DPA

for all purposes under Part 115 and for all purposes in the MMP process, including the right to contract for appropriate services as determined to be necessary and appropriate. The DPA shall work with and take direction from the appointed Materials Management Planning Committee (“MMP Committee”) as set forth in Part 115. Any contracted services by the DPA under this provision shall be by written contract and approved by the MMP Committee.

H. Material Management Planning Committee. The Parties hereto agree and acknowledge that the MMP process requires the establishment of an MMP Committee as set forth under Part 115, at MCL 324.11572. There shall be one (1) MMP Committee with additional voting members permitted, but not required, under Part 115, at MCL 324.11572(6). The Parties to this Agreement hereby agree that the MMP Committee shall be established as follows and consistent with the categories of representation set forth under Part 115, at MCL 324.11572(4)-(7):

1) Each CAA shall provide the DPA with a suggested listing of MMP Committee members within thirty (30) days of the request made by the DPA to each CAA, including that nominee’s submittal information, if any. Each CAA shall use its established or preferred County methods, posting processes and advertising mechanisms to properly and fully advertise the MMP Committee positions within that County. Each CAA shall submit a nominee for each MMP Committee position.

2) The DPA [and other agency] shall review the respective MMP Committee nominees provided by the CAA’s and determine a proposed/recommended final listing of the MMP Committee members within thirty (30) days.

3) The DPA [and other agency]’s proposed final listing of the MMP Committee shall be subject to the review and majority vote by each Legislative Body of the County participants to this Agreement. The review and approval process shall be completed within forty-five (45) days.

4) Each participating County may, at its discretion, appoint as a matter of right under Part 115 at MCL 324.11572(6)(a) and (b) the following two (2) voting members of the MMP Committee without any review or approval by the DPA [or other agency]:

- a) An elected official of the County or a municipality in the planning area; and
- b) A representative from a business that generates manage materials within the planning area.

5) Any and all meetings of the MMP Committee shall be in compliance with the Open Meetings Act.

I. Representation. Within thirty (30) days of the properly approved execution of this Agreement, the Legislative Body of each initial participating Party to this Agreement shall formally designate a named representative to participate in the implementation of this Agreement subject to any and all approval processes as designated by law. Any said representative shall report to the Legislative Body of its participating County on the status of this Agreement.

J. Meetings. The DPA, in consultation with the MMP Committee, shall conduct meetings at least once per calendar month with the CAA's to implement the Multi-County MMP process and to comply with the substantive and procedural requirements set forth under Part 115. This includes, but is not limited to the following:

- 1) Timely preparation and submittal of an appropriate Notice of Intent as required under Part 115, including the requirements set forth at MCL 324.11571(7);
- 2) Timely and proper disclosure of this Agreement as required by Part 115;

- 3) Establishment and confirmation of a Materials Management Planning Committee under Part 115 and, more specifically, under MCL 324.11572;
- 4) Apply for and obtain an available MMP Grant as a Multi-County MMP and obtain all other possible State funding as a Multi-County MMP;
- 5) Preparation and timely submittal of an MMP document that is consistent with the requirement under Part 115;
- 6) Tracking and monitoring of the public comment time period and the underlying public hearing process related to the MMP;
- 7) Obtaining MMP approval at the County levels of government by presentations and voting approvals;
- 8) Coordination of MMP distribution to all municipalities within the Multi-County MMP jurisdiction; and
- 9) Obtaining EGLE approval of the Multi-County MMP as set forth in Part 115.

K. MMP Goals. The goals and objectives of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11577.

L. MMP Content and Requirements. The content of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11578.

M. Goal Certification and Progress. Certifying the goals and objectives of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11582.

N. Amendments. This Agreement shall only be amended in substance or to add an additional County Member as a Party upon the affirmative vote of the Legislative Body of each then existing Party to this Agreement.

This Interlocal Agreement may be amended by the parties, acting unanimously, by resolution of each legislative body, as needed from time to time.

O. Requests to Add a Party. Any authorized local unit of government/public agency that seeks to become a Party to this Agreement shall submit a written request supported by a resolution of its Legislative Body approved at a public meeting conducted consistent with the required law. Any Amendment that adds a new party to this Agreement shall be by way of a unanimous vote of the Legislative Bodies of the then existing Parties to this Agreement.

P. Withdrawal by Any Party. Any Party may withdraw from this Agreement upon one (1) month notice to all other Parties. No withdrawal by a Party shall relieve such Party of any then pending obligation, grant or other agreement entered into in such Party's capacity as a Party to this Agreement.

Q. No Employment Relationship Created. Nothing in this Agreement or the process set forth herein creates, or is intended to create, any employment relationship between the Parties hereto.

R. Entire Agreement. This Agreement sets forth the entire Agreement between the Parties and supersedes any and all prior agreements or understandings between the Parties 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.

S. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Act. All powers granted to the

Parties under this Agreement and the Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

This Agreement shall not be deemed to create any rights in any third party, under any theory, nor shall this Agreement be deemed to abrogate any aspect of governmental immunity.

T. Severability of Provisions. If any provision of this Agreement, or its application to any Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to the other Parties is not affected but will be enforced to the extent permitted by law.

U. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the law of the State of Michigan 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 plain and fair meaning, and not construed strictly for or against any Party. This Agreement shall be deemed to be mutually drafted by the Parties hereto. All meetings conducted under this Agreement shall comply with the Open Meetings Act.

V. 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 or to be interpreted as a substantive part of this Agreement.

W. 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.

This Agreement is executed by the authorized representatives of the Parties indicated below. This Agreement shall be filed with the County Clerk of each participating Party with a copy to the Secretary of State as set forth at MCL 124.510(4).

COUNTY OF Isabella

By: _____

Its: _____

Dated: _____

Authorized by a _____ to _____ vote on the ____
day of _____, 2024

COUNTY OF Clare

By: _____

Its: _____

Dated: _____

Authorized by a _____ to _____ vote on the ____
day of _____, 2024

COUNTY OF Gladwin

By: _____

Its: _____

Dated: _____

Authorized by a _____ to _____ vote on the _____
day of _____, 2024

COUNTY OF Gratiot

By: _____

Its: _____

Dated: _____

Authorized by a _____ to _____ vote on the _____
day of _____, 2024

COUNTY OF Mecosta

By: _____

Its: _____

Dated: _____

Authorized by a _____ to _____ vote on the _____

day of _____, 2024

COUNTY OF Midland

By: _____

Its: _____

Dated: _____

Authorized by a _____ to _____ vote on the _____

day of _____, 2024

COUNTY OF Ogemaw

By: _____

Its: _____

Dated: _____

Authorized by a _____ to _____ vote on the _____
day of _____, 2024

COUNTY OF Osceola

By: _____

Its: _____

Dated: _____

Authorized by a _____ to _____ vote on the _____
day of _____, 2024

