"Menominee – Where the best of Michigan begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

Menominee County Courthouse
839 10th Avenue
Menominee, Michigan 49858

Brian R. Bousley - County Administrator
Sherry DuPont - Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839

RESOLUTION 2015-17
for the
UPWARD TALENT COUNCIL

WHEREAS the Congress of the United States enacted the Workforce Innovation and Opportunity Act (WIOA), replacing the Workforce Investment Act, and State of Michigan has the authority to designate the Michigan Works! Service Areas, under WIOA, in alignment with Prosperity Regions; and

WHEREAS the Western Upper Peninsula Alliance Board, the Six County Employment Alliance Board, and the Eastern Upper Peninsula Employment and Training Consortium Administrative Board are currently the respective Boards of the three separate, Upper Peninsula Michigan Works! Boards (of County Commissioners), created by Michigan Public Act 7 and Act 8; and

WHEREAS the three Boards, on June 3, 2015, on June 4, 2015 and on June 18, 2015; respectively, deliberated on Service Area Designation and passed unanimous motions in their separate meetings to unite into one, Upper Peninsula Michigan Works! Board (of County Commissioners); and

WHEREAS the three separate Upper Peninsula Michigan Works! Boards (of County Commissioners) desiring the unification of the Upper Peninsula Michigan Works! have:

1. created the 15-County P.A. 7 Interlocal Agreement, and whose Members agreed in Boards' motions to request their own respective County Boards to adopt the Agreement; and
2. presented here a copy of the proposed Interlocal Agreement, designating the UPWARD Talent Council as the 15-County Michigan Works! Board (of County Commissioners), with this Resolution; and

WHEREAS this Interlocal Agreement among all 15 Counties of the Upper Peninsula of Michigan requires approval by each County Board of Commissioners prior to submission to the Governor's Office and the Attorney General for approval; and

NOW, THEREFORE BE IT RESOLVED, that the Menominee County Board of Commissioners hereby approves the proposed Third Amended and Restated Interlocal Agreement to establish the UPWARD Talent Council and its functions and authorizes the Board Chairperson and County Clerk to sign the Interlocal Agreement.

This resolution shall have immediate effect.

Adopted this 11th day of August, 2015.

Charlie Meintz, Chairperson
Menominee County Board of Commissioners

CERTIFICATION
I certify that this resolution was passed by the Board of Commissioners for the County of Menominee in the State of Michigan at an open meeting of the Board of Commissioners held on 8-11-15.

By:
Marc Kleiman, Menominee County Clerk

Bernie Lang *Charlie Meintz - Chairperson* *Larry Schei - Vice Chairperson* *James Furlong*
Raymond Williams *John Nelson* *William Cech* *Gerald Piche* *Jan Hafeman*

UPWARD TALENT COUNCIL

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
THE ALGER COUNTY BOARD OF COMMISSIONERS,
THE BARAGA COUNTY BOARD OF COMMISSIONERS,
THE CHIPPEWA COUNTY BOARD OF COMMISSIONERS,
THE DELTA COUNTY BOARD OF COMMISSIONERS,
THE DICKINSON COUNTY BOARD OF COMMISSIONERS,
THE GOGEBIC COUNTY BOARD OF COMMISSIONERS,
THE HOUGHTON COUNTY BOARD OF COMMISSIONERS,
THE IRON COUNTY BOARD OF COMMISSIONERS,
THE KEWEENAW COUNTY BOARD OF COMMISSIONERS,
THE LUCE COUNTY BOARD OF COMMISSIONERS,
THE MACKINAC COUNTY BOARD OF COMMISSIONERS,
THE MARQUETTE COUNTY BOARD OF COMMISSIONERS,
THE MENOMINEE COUNTY BOARD OF COMMISSIONERS,
THE ONTONAGON COUNTY BOARD OF COMMISSIONERS,
AND
THE SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS,

OCTOBER 1, 2015

Initial Agreement: 7/1/1983
First Amended and Restated Agreement: 6/29/1992
Second Amended and Restated Agreement: 7/1/2000

The following recitals are made regarding this Interlocal Agreement between Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Parties):

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 six counties, Alger, Delta, Dickinson, Marquette, Menominee and Schoolcraft, established the Six County Employment and Training Consortium, 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 July 1, 1983 for the purpose of operating programs under the Job Training Partnership Act (JTPA) and subsequent replacement legislation in the six counties of the agreement; and

WHEREAS the six counties, Alger, Delta, Dickinson, Marquette, Menominee and Schoolcraft, amended the agreement on June 29, 1992 and again on July 1, 2000, the last which superseded and replaced the previous Interlocal Agreement and Amendments in their entirety, renamed the organization the Six County Employment Alliance (SCEA), as a separate legal entity under the UCA, continuing its purpose of the administration of employment and training programs under the Job Training Partnership Act (JTPA), the Workforce Investment Act (WIA), and subsequent replacement legislation in the six 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 identify a Grant Recipient and an Administrative Agency (also referred to as the "Michigan Works! Agency" or "Administrative

Entity" for the Upper Peninsula of Michigan, Region 1; and

WHEREAS the counties of Baraga, Chippewa, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, and Ontonagon desire to join under this Interlocal Agreement 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 the counties of Baraga, Chippewa, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, and Ontonagon; and

WHEREAS Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties are all public agencies that are authorized to enter this Interlocal Agreement under the UCA, each of their governing bodies, having designated the officer authorized to sign this Interlocal Agreement on behalf of each public body; and

WHEREAS Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties agree that pursuant to authorities of Michigan Public Act 7, the SCEA, renamed the UPWARD Talent Council, hereinafter referred to as the Council or UTC, continues as a separate legal entity and as a public body corporate on behalf of the Counties by mutual consent of the respective chief elected officials of each county board of commissioners.

THEREFORE this Interlocal Agreement replaces and supersedes the document expressing the July 1, 1983 agreement, the document expressing the June 29, 1992 amended agreement and the document expressing the July, 1 2000 amended agreement in their entirety, pursuant to the UCA, for the purpose of identifying the Grant Recipient, Administrative Entity and Fiscal Agent and transferring functions and responsibilities, with the Parties agreeing to the following:

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, services and activities as defined in this Agreement and to establish the UPWARD Talent Council as the Michigan Works! Agency and the Administrative Entity and to create the role of the Chief Elected Official (WIOA) of the UPWARD Talent Council Membership, as the Grant Recipient, with the Michigan Works! Agency as the Fiscal Agent and sub-Grant Recipient that will receive WIOA and other grant funding directly from the federal and state funding sources.

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

Pursuant to the UCA, as amended, Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Upper Peninsula of Michigan) enter into this Third Amended and Restated Interlocal Agreement for the purpose of the SCEA, renamed the UPWARD Talent Council, hereinafter referred to as the Council or UTC, continuing as a separate legal entity and a public body corporate under section 7 of the UCA for the purpose of:

A. Supporting local businesses and community development through the alignment of workforce, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce,

Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Upper Peninsula of Michigan).

B. Increasing for individuals in Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Upper Peninsula of Michigan), access to and opportunities for the employment, education, training, and other services they need to succeed in the labor market.

C. Improving the quality and labor market relevance of workforce, education, and economic development efforts to provide Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Upper Peninsula of Michigan) workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide Upper Peninsula of Michigan businesses with the skilled workers the businesses need to succeed in a highly technological, global economy.

D. Promoting improvement in the structure of and delivery of services through the workforce development system in Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Upper Peninsula of Michigan) to better address the skill needs of businesses, and the employment of workers and jobseekers.

E. Providing workforce development activities, through the local workforce development system in Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Upper Peninsula of Michigan) that meet the skill requirements of employers, and enhance the productivity and competitiveness of the local workforce, 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, work, and increased economic self-sufficiency.

F. Complying with applicable statutes and regulations applicable to programs established for such purposes.

Such programs, services and activities shall be developed and operated through the implementation of:

1. The Workforce Innovation and Opportunity Act, P. L. 113-128 (hereafter WIOA);
2. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, P. L. 104-195 (hereafter PRWORA);
3. The Wagner-Peyser Act, P. L. 97-300;
4. 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 or any other service established to achieve similar or related purposes. This Interlocal Agreement does not create and is not intended to create any direct or indirect third-party beneficiaries.

Article II. **Creation of the UPWARD Talent Council**

A. Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties hereby

execute this Third Amended and Restated Interlocal Agreement in order to include the counties of Baraga, Chippewa, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, and Ontonagon in the Council formed under the UCA and to comply with statues and regulations applicable to programs administered by UTC. UTC is a separate legal entity and a public body corporate under Section 7 of the UCA. UTC is the same entity which was initially established under the Interlocal Agreement between the counties of Alger, Delta, Dickinson, Marquette, Menominee and Schoolcraft on July 1, 1983, and subsequent amended and restated Interlocal Agreements in 1992 and 2000. This Interlocal Agreement shall be approved by the Boards of Commissioners of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties. 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.

B. UTC 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 Delivery Area of UTC shall include all cities, townships and villages, incorporated or unincorporated, chartered or unchartered, located within Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Upper Peninsula of Michigan). The principal office of the UTC is 2950 College Avenue, Escanaba, Michigan, 49829, or such other locations as may be determined from time to time by the UTC.

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 Articles in this Agreement.

Article V. **Financial Support of the Council**

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 services and activities at the discretion of the UTC. 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 Council, 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 on 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, severally and equally liable with the other signatory counties for the use of any funds granted to and received by the UTC.

Article VII. **Powers of the Council**

The parties to this Interlocal Agreement hereby designate UTC as the sub-Grant Recipient and Fiscal Agent under WIOA pursuant to Sections 3(9) and 107(d)(12)(B) of WIOA, or successor legislation.

The UPWARD Talent Council 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.

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

UTC has been renamed and continues by this Interlocal Agreement to have the authority to operate as the Grant Recipient and Fiscal Agent pursuant to WIOA or any successor legislation thereto, for Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties; and the agency authorized to operate programs or services established for similar or related purposes of the type described in this Interlocal Agreement.

A. As the Grant Recipient under WIOA or any successor legislation thereto, UTC shall have the authority to administer and operate employment and training programs that:
   1. Accomplish the purposes described in this Interlocal Agreement;
   2. Are permitted to be operated or performed by UTC by any of the other employment and training statutes or any other legislation enacted or programs or services established for similar or related purposes.

B. UTC 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 UTC described in this Agreement.

C. UTC 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.

D. UTC may acquire, own, possess, operate, maintain, lease, or sell real and personal property necessary for the administration and operation of its programs.

E. UTC will procure insurance for any liabilities that might be incurred in the performance of its functions.

F. UTC, as the Michigan Works! Agency, 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 Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties.

G. UTC may negotiate, in conjunction with the Workforce Development Board, performance standards under WIOA or successor legislation, for UTC and its subcontractors, with the Governor or his or her designee.

H. UTC 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.

I. UTC may sue and be sued in its own name.

J. UTC may establish rates and charges, impose and collect fees and charges in connection with any of its activities or services.

K. Invest money of the UTC in instruments, obligations, or securities, subject to applicable legal requirements

L. Contracts into which UTC may enter shall be signed by the Chair or Vice-Chair of the UTC Board, or by the UTC Chief Executive Officer.

M. Subject to constraints established in this Interlocal Agreement and/or applicable state or federal laws, UTC may adopt appropriate rules and regulations for the conduct of its affairs as may be necessary or convenient.

Article VIII. **Governing Board**

A. MEMBERSHIP

There is hereby created a UTC 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 UTC. The members of the UTC Board shall be a member of the Board of Commissioners from each of the following counties: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft in the UTC Workforce Service Area of the Upper Peninsula of Michigan for the purpose of WIOA or successor legislation. Each member of the UTC Board shall serve at the pleasure of the respective governing body that appointed him or her. As vacancies occur on the UTC Board, such vacancies shall be filled by the governing body of the appropriate public agency.

The Board of Commissioners of each County shall appoint one member to the Board and may appoint an alternate member to serve in place of the original member as necessary.

Each party signatory to this agreement reserves the power of their chairperson, in the event that such official is not a member of the UTC Board, to participate in the activities of the Council. This may be accomplished through replacement of current UTC 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 UTC Board or committees thereof.

B. CHAIRPERSON AND VICE-CHAIRPERSON

The UTC Board shall have a Chairperson and Vice-Chairperson, which officers shall be elected annually by members of the UTC Board.

1. The Chairperson will be the Chief Elected Official (WIOA) and the Grant Recipient and shall preside at all meetings of the UTC Board.
2. The Vice-Chairperson shall perform the duties and exercise the power of the Chairperson in the absence or disability of the Chairperson.

C. MEETINGS; VOTING

1. The UTC Board shall conduct business at regular meetings of which there shall be at least one a year. The Chairperson of the UTC Board may also convene special meetings. Such meetings shall be held in compliance with the Open Meetings Act, MCL 15.261 et seq.
2. A majority of the UTC Board shall be required to constitute a quorum for the transaction of business and a majority vote at a meeting at which a quorum is

present shall be necessary for the transaction of business except where otherwise stipulated in the bylaws.

D. DUTIES AND RESPONSIBILITIES

The UTC Board shall be responsible for the following:

1. All activities necessary or appropriate to effectuate the powers of UTC pursuant to this Agreement and to administer, disburse, monitor and account for federal, state or local grant funds received by UTC.
2. The appointment and dismissal of the Chief Executive Officer of UTC.
3. Contracts, the annual program budgets, and operational policies of UTC, provided that the UTC 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.
4. The duties described in this Interlocal Agreement
5. The appointment of the members of Workforce Development Board (WDB) pursuant to this Interlocal Agreement and any contractual relationship between the UTC Board and the WDB.
6. The establishment of rules, regulations, and/or by laws of the UTC Board.

E. FIDUCIARY DUTY

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

F. COMPENSATION

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

G. ETHICS AND CONFLICT OF INTEREST

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

Article IX. **Workforce Development Board (WDB) Acknowledgment**

A. CREATION

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

B. 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 UTC Board. The Chief Executive Officer of UTC 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 UTC Board. The members of the WDB shall be appointed by the UTC Board.

C. DUTIES AND RESPONSIBILITIES

It shall be the responsibility 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 Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties (the Upper Peninsula of Michigan) in collaboration with the UTC Board, together with any other powers and duties provided by law, subject to any agreement negotiated between the WDB and the UTC Board under WIOA or any successor legislation thereto. The Chief Executive Officer of UTC shall provide professional, technical, and clerical staff in support of WDB functions, serving as the Michigan Works! Agency and Administrative Entity as required in any agreement between the UTC Board and the WDB.

Article X. **Chief Executive Officer**

A. DUTIES AND RESPONSIBILITIES

1. With respect to WIOA programs and other employment and training programs operated under similar legislation enacted for similar or related purposes, and when otherwise required by law, the Chief Executive Officer of UTC shall be responsible for implementing the programs and policies of the UTC Board and WDB.
2. In addition to the responsibilities set forth in this Interlocal Agreement, the Chief Executive Officer shall have authority to carry out such duties and powers, including, but not limited to, management of all programs, funds, personnel, contracts, and all other administrative functions of the UTC.
3. The Chief Executive Officer shall enter and sign contracts on behalf of UTC.

B. FIDUCIARY ROLE

The Chief Executive Officer is under a fiduciary duty to conduct the activities and affairs of UTC in the best interests of UTC, including the safekeeping and use of all UTC's funds and assets for the benefit of UTC. The Chief Executive Officer shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

C. COMPENSATION

The Chief Executive Officer shall receive such compensation as determined by the UTC Board.

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, UTC 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 UTC 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 UTC 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 Chief Executive Officer 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. UTC shall comply with the Freedom of Information Act.

Article XIV. **Annual Audit**

The UTC Board shall establish the fiscal year of the UTC and require strict accountability of all funds. An annual independent certified audit of all receipts, disbursements, and financial controls shall be prepared in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., and other applicable state and federal law. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury and sent to each of the Parties.

Article XV. **Financial Management System**

A. BUDGET

Each Fiscal Year, the Chief Executive Officer shall prepare a budget that complies with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., for adoption by the UTC Board. The UTC shall annually adopt a budget for its activities prior to the commencement of the Fiscal Year which shall be amended from time to time during the Fiscal Year as required by Uniform Budgeting and Accounting Act.

B. CONTROLS AND PROCEDURES

The UTC 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.

C. INVESTMENTS

The UTC shall deposit and invest its funds, not otherwise employed in carrying out the purposes of the UTC consistent with laws regarding investment of public funds.

D. DISBURSEMENTS

All disbursements shall be approved by at least two signatories, with signatories authorized by the Chief Executive Officer.

Article XVI. **Prohibited Powers**

The Council 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 this Agreement, to in any way indebt any governmental unit signatory hereto.

Article XVII. **Ownership of Property**

All property acquired by UTC shall be owned exclusively by UTC, unless title is vested in a funding agency, as provided by law, or as otherwise provided in writing by UTC. If UTC shall cease to exist, all of the assets of UTC, 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 shall be submitted to the courts of the state of Michigan.

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

In the event a party desires to terminate its participation in this agreement, the termination will become effective one (1) year following the date upon which the terminating party serves all other parties with written Notice of Termination, unless such Notice specifies a date that is more than one (1) year from the date it is served. The terminating party shall retain all rights, responsibilities, and obligations of participation under this agreement until the effective date of termination, and shall continue, after the date of termination, to be responsible for its pro-rata share of any financial obligations or commitments incurred by the UTC while the terminating party was an active member.

Article XX. **Termination of the Interlocal Agreement**

As soon as possible after termination of this Interlocal Agreement, the UTC shall wind up its affairs as follows:

A. All of the UTC debts, liabilities, and obligations to its creditors and all expenses incurred in connections with the termination of the UTC and distribution of its assets shall be paid first; and
B. The remaining assets, if any, shall be distributed equally to the member counties.

Article XXI. **Amendments**

This Interlocal Agreement may be amended only with unanimous consent and resolution of the Boards of Commissioners of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties, 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.

Signature Pages to Interlocal Agreement between Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties follow.

The remainder of this page is intentionally left blank.

Signature Pages

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

JERRY DOUCETTE
Chairperson
Alger County Board of Commissioners

MARY ANN FROBERG
Clerk/Register of Deeds
Alger County

MICHAEL KOSKINEN
Chairperson
Baraga County Board of Commissioners

WENDY GOODREAU
Clerk/Register
Baraga County

SCOTT SHACKLETON
Chairperson
Chippewa County Board of Commissioners

CATHY MALEPORT
Clerk
Chippewa County

MARY HARRINGTON
Chairperson
Delta County Board of Commissioners

NANCY KOLICH
Clerk/Register of Deeds
Delta County

HENRY WENDER
Chairperson
Dickinson County Board of Commissioners

DOLLY COOK
Clerk/Register of Deeds
Dickinson County

JOE BONOVETZ
Chairperson
Gogebic County Board of Commissioners

GERRY R. PELISSERO
Clerk/Register of Deeds
Gogebic County

Signature Pages

ALBERT KOSKELA
Chairperson
Houghton County Board of Commissioners

JENNIFER LORENZ
Clerk/Register of Deeds
Houghton County

TIMOTHY AHO
Chairperson
Iron County Board of Commissioners

DIANE HILBERG
Clerk
Iron County

DON PICHE
Chairperson
Keweenaw County Board of Commissioners

JULIE CARLSON
Clerk/Register of Deeds
Keweenaw County

KEN GRILL
Chairperson
Luce County Board of Commissioners

SHARON PRICE
Clerk
Luce County

JIM HILL
Chairperson
Mackinac County Board of Commissioners

MARY KAY TAMLYN
Clerk
Mackinac County

GERALD O. CORKIN
Chairperson
Marquette County Board of Commissioners

LINDA TALSMA
Clerk
Marquette County

CHARLIE MEINTZ
Chairperson
Menominee County Board of Commissioners

MARC KLEIMAN
Clerk
Menominee County

Signature Pages

JOHN PELKOLA
Chairperson
Ontonagon County Board of Commissioners

STACY PREISS
Clerk/Register of Deeds
Ontonagon County

CRAIG REITER
Chairperson
Schoolcraft County Board of Commissioners

BETH EDWARDS
Clerk
Schoolcraft County