

Administration

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Brian Sheets
*Workforce Development
Board Chair*

Carl Ruth
Consortium Board Chair

October 5, 2021

Mr. James H. Horton II
Chairman, Isabella County Board of Commissioners

Ms. Margaret McAvoy
Isabella County Controller

200 North Main Street
Mt. Pleasant, MI 48858

Re: Great Lakes Bay Michigan Works! Consortium Board Interlocal Agreement

Mr. Horton and Ms. McAvoy:

Please consider this correspondence as the initial step of Great Lakes Bay Michigan Works! request for approval of the revised Interlocal Agreement by the Isabella County Board of Commissioners. The Interlocal Agreement will take effect on 1 January 2022 once approved by Bay, Gratiot, Isabella, Midland and Saginaw Counties. (We are making similar requests to each County).

Enclosed with this correspondence are:

- The proposed new 9-page Interlocal Agreement, entitled "Interlocal Agreement Dated January 1, 2022".
- The original 9-page Interlocal Agreement signed in 2017.

The proposed new Interlocal Agreement is a direct copy of the previous agreement. No changes were made in content or verbiage other than to update the effective and expiration dates (January 1st, 2022 and December 31st, 2026 respectively).

Please let us know next steps and scheduling.

Sincerely,



Christopher Rishko
Chief Executive Officer

Great Lakes Bay Michigan Works!
Interlocal Agreement

This Interlocal Agreement (hereinafter "Agreement") is entered into as of the First day of January 2022, by the County of Bay, the County of Gratiot, the County of Isabella, the County of Midland, and the County of Saginaw pursuant to the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended.

WHEREAS, the County of Bay, the County of Gratiot, the County of Isabella, the County of Midland, and the County of Saginaw (hereinafter referred to collectively as "the Counties") are each a "public agency" as defined by the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended; and each may separately exercise the power, privilege, and authority they share in common and wish to exercise jointly with the other; and,

WHEREAS, the Counties desire to maintain an optimal level of community service and maximum efficiency in carrying out the requirements of the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq.*; and

WHEREAS, the Counties have an industrial base and are contiguous in location; and

WHEREAS, the Boards of Commissioners of the Counties have determined that the best method of maintaining an optimal level of community service and maximum efficiency in each of the Counties is through this Agreement;

THEREFORE, the Counties agree to the following:

I.
PURPOSE

- A. Replacement of Existing Interlocal Agreement. This Agreement replaces and supersedes the Interlocal Agreement dated the first day of January 2017, in its entirety.
- B. Name. The Consortium of Counties created by this Agreement shall be called the Great Lakes BayMichigan Works! Consortium (hereinafter referred to as the "Consortium").
- C. Purpose. The Consortium shall administer state, federal, and other workforce programs as prescribed by law and the requirements established by each grant funding source, and perform such other functionsas are necessary and related to same. The Consortium shall exercise the role of the local elected officialsas prescribed by applicable law.

II.
AUTHORITY

- A. Certification. The Counties certify that federal, state, and local law permit the services to be provided under this Agreement, including, without limitation, the Workforce Innovation and Opportunity Act of 2014, being 29 USC §3101 *et seq.*, and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq.*
- B. Filing. This Agreement shall be filed with the county clerks of the Counties and with the MichiganSecretary of State.

III.
SERVICE AREA

- A. Service Area. The geographical boundaries of the Counties shall constitute the service delivery area under this Agreement.

IV. CONSORTIUM BOARD

- A. Creation. As of the effective date of this Agreement, there is created the Great Lakes Bay Michigan Works! Consortium Board (hereinafter called the "Consortium Board").
- B. Powers. The Consortium Board shall be vested with all of the powers authorized under applicable state and federal law and shall be operated in accordance with same. Said powers include:
- i. Maintaining and presenting adequate books, records, and reports of all audits, transactions, revenues, and expenditures in accordance with grant source requirements and with generally accepted accounting principles, or otherwise instructing the Director to do same. Such books and records are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
 - ii. Conducting an independent, annual audit, or otherwise instructing the Director to do same, and receiving from the Director such audit reports and certifications that funds have been expended in accordance with approved budget and federal and state guidelines.
 - iii. Presenting regular program reports regarding the effectiveness of the various workforce programs, or otherwise instructing the Director to do same. Such reports are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
 - iv. Requesting and receiving from the Director regular reports concerning the status, both financial and operational, of all employment and training programs, and the contracts relating to same, in the service delivery area.
 - v. Reviewing and approving the cost budget.
 - vi. Interviewing and recommending the candidate nominated for appointment as Director to the Administrative Unit.
 - vii. Procuring and maintaining appropriate comprehensive general liability insurance coverage.

- C. Limitations on Powers. The Consortium and Consortium Board shall not have the power to:
- i. Sue or be sued in its own name.
 - ii. Incur any debt, liability, or obligation that can be passed on to any party to this Agreement, other than as stated herein.
 - iii. Levy any tax, issue any bond or note, or borrow money.
 - iv. Employ staff.
 - v. Operate on a for-profit basis.
- D. Membership. The membership of the Consortium Board shall consist of members of the Boards of Commissioners of the Counties or their County Administrator. In the case of Bay County, one of its members may be its chief elected official, the Bay County Executive, or his or her appointee. Each County shall establish its own rules and procedures for appointing its members to the Consortium Board. Each County may remove its respective Consortium Board members (and alternates, if applicable) at will.
- i. The Consortium Board shall consist of 13 members: 5 members from Saginaw County, 3 members from Bay County, 2 members from Midland County, 2 members from Isabella County, and 1 member from Gratiot County.
 - ii. A quorum of the Consortium Board shall consist of a majority of its members and will be required in order to conduct business.
 - iii. The addition of another county to the Consortium Board shall require the affirmative vote of each of the Counties and a majority vote of the Consortium Board.
 - iv. The County Board of Commissioners for each County shall determine whether its members of the Consortium Board shall serve with or without compensation.
- E. Organization of Consortium Board. The Consortium Board shall:
- i. Elect its own Chairperson and Vice-Chairperson from among its members on an

annual basis. Members shall be eligible to serve for additional terms, if elected.

- ii. Adopt by-laws that are consistent with this Agreement.
 - iii. Hold at least one regularly scheduled meeting each quarter. The Consortium Board shall conduct all meetings in compliance with the Michigan Open Meetings Act, being Public Act 267 of 1976, as amended.
 - iv. Documents and other records generated by the Consortium Board are public records subject to the requirements and exemptions of the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
- F. Voting. An affirmative vote of a majority of the membership present shall be required in order to pass any motion or resolution. However, adoption or amendment of the Consortium Board's by-laws shall require the affirmative vote of nine (9) members of the Consortium Board.
- G. Administrative Unit. The Consortium Board shall select from the Counties an Administrative Unit. The Administrative Unit shall have all of those powers vested in it by law including, but not limited to:
- i. Serving as fiscal agent and providing professional, technical, legal, and clerical staff support to the Consortium Board. All staff members shall be employees of the Administrative Unit and governed by the Administrative Unit's policies and applicable collective bargaining agreements.
 - ii. Entering into contracts and other necessary agreements, upon legal review.
 - iii. Signing, executing, and doing all things incident and necessary to properly submit grant applications.
 - iv. Hiring and firing the Director upon the recommendation of the Consortium Board.
- H. Director. The Director shall oversee day-to-day administration of the services provided by the Great Lakes Bay Michigan Works! Consortium. The Director shall be responsible for keeping and maintaining adequate books and records of all revenues, rates, charges, expenses, accounts receivable and payable, and other debts and obligations in accordance with the law

and generally accepted accounting principles; and the Director shall establish such controls and procedures as are necessary to ensure strict financial accountability.

The personnel policies and procedures of the Administrative Unit shall be complied with in regard to the recruitment, advertisement, application, and hiring process for the Director position. Candidates for the Director position will be interviewed and nominated by a joint committee comprised of members of both the Consortium and Workforce Development Boards. Such nomination must be approved by both the Consortium Board and the Workforce Development Board for submission to the Administrative Unit.

The Director's performance will be reviewed on an annual basis by the Consortium Board. The Consortium Board may recommend the termination of the Director to the Administrative Unit with the affirmative vote of nine (9) members of the Consortium Board.

V.

WORKFORCE DEVELOPMENT BOARD

- A. Establishment and Membership. The Consortium Board shall establish a local Workforce Development Board in accordance with the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, and the administrative rules promulgated thereto. If the applicable rules governing the workforce programs under this Agreement call for the elected official(s) to appoint members to the Workforce Development Board, the Consortium Board shall not make the appointments. In such cases, the appointments shall be made by the respective Boards of Commissioners of the Counties. Representation from the Counties on the Workforce Development Board shall be in approximate proportion to their respective populations.
- B. Duties and Responsibilities. The Workforce Development Board, in partnership with the Consortium Board, shall provide the policy, program guidance, and independent oversight services for all activities of Great Lakes Bay Michigan Works!.
- C. Operation of Workforce Development Board. All aspects of governance of the Workforce Investment Board shall be in accordance with the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, including, without limitation, the appointment of a chairperson, development of a budget, and identification and selection of providers.

VI.
FINANCIAL RESPONSIBILITY OF THE COUNTIES

- A. Financial Support. The Consortium Board shall not require any County to provide any financial support for any activities under this Agreement unless that County agrees to provide that support in a separate agreement.
- B. Liability, Generally. The Counties shall not be required to pay any debts, liabilities, or obligations of the Consortium Board or the Workforce Development Board.
- C. Liability for Disallowed Costs. The Counties shall repay any disallowed costs only after the following payment hierarchy has been exhausted:
- i. Payment shall first be made by the service provider, agent, or third party that is responsible for the disallowance.
 - ii. Payment will then be made from any applicable insurance carrier or bond insurer.
 - iii. A waiver or approval of an offset from the grant funding source will then be pursued.
 - iv. Any remaining required repayment will then be paid by the Counties. The responsibility for any disallowed costs shall be apportioned according to the services contracted for in each County.
- D. Privileges and Immunity. Nothing in this Agreement shall be construed to affect the Counties' rights and privileges under governmental immunity. All of the privileges and immunities from liability and exemptions from laws, ordinances, and other rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of the officers, agents, or employees of the Counties, shall apply to the same degree and extent to the performance of such functions and duties of the members of the Consortium Board and Workforce Development Board.

VII.
DURATION OF AGREEMENT

- A. Effective Date and Duration. This Agreement shall be effective commencing on the date

first written above and shall remain in effect through December 31, 2026.

- B. Termination of Participation. Any County may withdraw from the Consortium Board and the obligations created by this Agreement upon service of 120-day written notice to the remaining Counties. The Agreement shall remain in effect the remaining Counties as long as at least three (3) Counties remain as signatories to it. Upon termination of participation by at least three (3) Counties, this Agreement shall continue in effect until the final grant concludes.

VIII. MISCELLANEOUS

- A. Amendment. Any amendments to this Agreement require the approval of the Board of Commissioners of each of the Counties.
- B. Changes in Applicable Laws. In the event the laws and regulations pertaining to this Agreement, including, but not limited to, the Workforce Innovation and Opportunity Act of 2014, are amended or repealed, the Counties, in their individual discretion, may determine whether such changes render it infeasible or unadvisable to carry out this Agreement. In that event, the County may terminate this Agreement by submitting 30-day written notice to the other Counties. If this Agreement is not terminated due to the amendment or repeal of applicable laws or regulations, then this Agreement will continue under those new laws or regulations without the need to amend this Agreement to specifically name those new laws or regulations.
- C. Severability. If any word, phrase, part or section of this Agreement is determined to be illegal or unenforceable, the other portions of the Agreement shall remain in full force and effect so long as those other portions are sufficient to constitute a valid agreement.
- D. Full Agreement. This document, along with any attachments or appendices or other incorporations by reference, constitutes the entire agreement between the Counties. Accordingly, this Agreement supersedes all previous or contemporary agreements between the Counties covering the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned
have placed their hands and seals the day and
year set below their signatures.

COUNTY OF BAY

By: _____

Ernie Krygier, Chair, Board of
Commissioners

Date: _____

By: _____

James A. Barcia, County Executive

Date: _____

COUNTERSIGNED

By: _____

Clerk of Bay County

COUNTY OF GRATIOT

By: _____

Chuck Murphy, Chair, Board of
Commissioners

Date: _____

COUNTERSIGNED

By: _____

Clerk of Gratiot County

COUNTY OF ISABELLA

By: _____

James H. Horton II, Chair, Board of
Commissioners

Date: _____

COUNTERSIGNED

By: _____

Clerk of Isabella County

COUNTY OF MIDLAND

By: _____

Mark Bone, Chair, Board of Commissioners

Date: _____

COUNTERSIGNED

By: _____

Clerk of Midland County

COUNTY OF SAGINAW

By: _____

Carl Ruth, Chair, Board of Commissioners

Date: _____

COUNTERSIGNED

By: _____

Clerk of Saginaw County

Great Lakes Bay Michigan Works! Interlocal Agreement

This Interlocal Agreement (hereinafter "Agreement") is entered into as of the First day of January, 2017, by the County of Bay, the County of Gratiot, the County of Isabella, the County of Midland, and the County of Saginaw pursuant to the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended.

WHEREAS, the County of Bay, the County of Gratiot, the County of Isabella, the County of Midland, and the County of Saginaw (hereinafter referred to collectively as "the Counties") are each a "public agency" as defined by the Michigan Urban Cooperation Act, being Public Act 7 of 1967 (ex. sess.), as amended; and each may separately exercise the power, privilege, and authority they share in common and wish to exercise jointly with the other; and,

WHEREAS, the Counties desire to maintain an optimal level of community service and maximum efficiency in carrying out the requirements of the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq.*; and

WHEREAS, the Counties have an industrial base and are contiguous in location; and

WHEREAS, the Boards of Commissioners of the Counties have determined that the best method of maintaining an optimal level of community service and maximum efficiency in each of the Counties is through this Agreement;

THEREFORE, the Counties agree to the following:

I. PURPOSE

A. Replacement of Existing Interlocal Agreement. This Agreement replaces and supersedes the Restatement of Interlocal Agreement dated the eighth day of April, 2014, as amended in 2015 and 2016, in its entirety.

B. Name. The Consortium of Counties created by this Agreement shall be called the Great Lakes Bay Michigan Works! Consortium (hereinafter referred to as the "Consortium").

C. Purpose. The Consortium shall administer state, federal, and other workforce programs as prescribed by law and the requirements established by each grant funding source, and perform such other functions as are necessary and related to same. The Consortium shall exercise the role of the local elected officials as prescribed by applicable law.

II. AUTHORITY

A. Certification. The Counties certify that federal, state, and local law permit the services to be provided under this Agreement, including, without limitation, the Workforce Innovation and Opportunity Act of 2014, being 29 USC §3101 *et seq.*, and the Michigan Works One-Stop Service Center System Act, being Public Act 491 of 2006, MCL 408.111 *et seq.*

B. Filing. This Agreement shall be filed with the county clerks of the Counties and with the Michigan Secretary of State.

III. SERVICE AREA

A. Service Area. The geographical boundaries of the Counties shall constitute the service delivery area under this Agreement.

IV. CONSORTIUM BOARD

A. Creation. As of the effective date of this Agreement, there is created the Great Lakes Bay Michigan Works! Consortium Board (hereinafter called the "Consortium Board").

B. Powers. The Consortium Board shall be vested with all of the powers authorized under applicable state and federal law and shall be operated in accordance with same. Said powers include:

- i. Maintaining and presenting adequate books, records, and reports of all audits, transactions, revenues, and expenditures in accordance with grant source requirements and with generally accepted accounting principles, or otherwise instructing the Director to do same. Such books and records are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
- ii. Conducting an independent, annual audit, or otherwise instructing the Director to do same, and receiving from the Director such audit reports and certifications that funds have been expended in accordance with approved budget and federal and state guidelines.

- iii. Presenting regular program reports regarding the effectiveness of the various workforce programs, or otherwise instructing the Director to do same. Such reports are public documents subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.
- iv. Requesting and receiving from the Director regular reports concerning the status, both financial and operational, of all employment and training programs, and the contracts relating to same, in the service delivery area.
- v. Reviewing and approving the cost budget.
- vi. Interviewing and recommending the candidate nominated for appointment as Director to the Administrative Unit.
- vii. Procuring and maintaining appropriate comprehensive general liability insurance coverage.

C. Limitations on Powers. The Consortium and Consortium Board shall not have the power to:

- i. Sue or be sued in its own name.
- ii. Incur any debt, liability, or obligation that can be passed on to any party to this Agreement, other than as stated herein.
- iii. Levy any tax, issue any bond or note, or borrow money.
- iv. Employ staff.
- v. Operate on a for-profit basis.

D. Membership. The membership of the Consortium Board shall consist of members of the Boards of Commissioners of the Counties or their County Administrator. In the case of Bay County, one of its members may be its chief elected official, the Bay County Executive, or his or her appointee. Each County shall establish its own rules and procedures for appointing its members to the Consortium Board. Each County may remove its respective Consortium Board members (and alternates, if applicable) at will.

- i. The Consortium Board shall consist of 13 members: 5 members from Saginaw County, 3 members from Bay County, 2 members from Midland County, 2 members from Isabella County, and 1 member from Gratiot County.
- ii. A quorum of the Consortium Board shall consist of a majority of its members and will be required in order to conduct business.
- iii. The addition of another county to the Consortium Board shall require the affirmative vote of each of the Counties and a majority vote of the Consortium Board.
- iv. The County Board of Commissioners for each County shall determine whether its members of the Consortium Board shall serve with or without compensation.

E. Organization of Consortium Board: The Consortium Board shall:

- i. Elect its own Chairperson and Vice-Chairperson from among its members on an annual basis. Members shall be eligible to serve for additional terms, if elected.
- ii. Adopt by-laws that are consistent with this Agreement.
- iii. Hold at least one regularly scheduled meeting each quarter. The Consortium Board shall conduct all meetings in compliance with the Michigan Open Meetings Act, being Public Act 267 of 1976, as amended.

- iv. Documents and other records generated by the Consortium Board are public records subject to the requirements and exemptions of the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended.

F. Voting. An affirmative vote of a majority of the membership present shall be required in order to pass any motion or resolution. However, adoption or amendment of the Consortium Board's by-laws shall require the affirmative vote of nine (9) members of the Consortium Board.

G. Administrative Unit. The Consortium Board shall select from the Counties an Administrative Unit. The Administrative Unit shall have all of those powers vested in it by law including, but not limited to:

- i. Serving as fiscal agent and providing professional, technical, legal, and clerical staff support to the Consortium Board. All staff members shall be employees of the Administrative Unit and governed by the Administrative Unit's policies and applicable collective bargaining agreements.
- ii. Entering into contracts and other necessary agreements, upon legal review.
- iii. Signing, executing, and doing all things incident and necessary to properly submit grant applications.
- iv. Hiring and firing the Director upon the recommendation of the Consortium Board.

H. Director. The Director shall oversee day-to-day administration of the services provided by the Great Lakes Bay Michigan Works! Consortium. The Director shall be responsible for keeping and maintaining adequate books and records of all revenues, rates, charges, expenses, accounts receivable and payable, and other debts and obligations in accordance with the law and generally accepted accounting principles; and the Director shall establish such controls and procedures as are necessary to ensure strict financial accountability.

The personnel policies and procedures of the Administrative Unit shall be complied with in regard to the recruitment, advertisement, application, and hiring process for the Director position. Candidates for the Director position will be interviewed and nominated by a joint committee comprised of members of both the Consortium and Workforce Development Boards. Such nomination must be approved by both the Consortium Board and the Workforce Development Board for submission to the Administrative Unit.

The Director's performance will be reviewed on an annual basis by the Consortium Board. The Consortium Board may recommend the termination of the Director to the Administrative Unit with the affirmative vote of nine (9) members of the Consortium Board.

V.

WORKFORCE DEVELOPMENT BOARD

A. Establishment and Membership. The Consortium Board shall establish a local Workforce Development Board in accordance with the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, and the administrative rules promulgated thereto. If the applicable rules governing the workforce

programs under this Agreement call for the elected official(s) to appoint members to the Workforce Development Board, the Consortium Board shall not make the appointments. In such cases, the appointments shall be made by the respective Boards of Commissioners of the Counties. Representation from the Counties on the Workforce Development Board shall be in approximate proportion to their respective populations.

B. Duties and Responsibilities. The Workforce Development Board, in partnership with the Consortium Board, shall provide the policy, program guidance, and independent oversight services for all activities of Great Lakes Bay Michigan Works!

C. Operation of Workforce Development Board. All aspects of governance of the Workforce Investment Board shall be in accordance with the Workforce Innovation and Opportunity Act of 2014, 29 USC 3101 *et seq.*, including, without limitation, the appointment of a chairperson, development of a budget, and identification and selection of providers.

VI.

FINANCIAL RESPONSIBILITY OF THE COUNTIES

A. Financial Support. The Consortium Board shall not require any County to provide any financial support for any activities under this Agreement unless that County agrees to provide that support in a separate agreement.

B. Liability, Generally. The Counties shall not be required to pay any debts, liabilities, or obligations of the Consortium Board or the Workforce Development Board.

C. Liability for Disallowed Costs. The Counties shall repay any disallowed costs only after the following payment hierarchy has been exhausted:

- i. Payment shall first be made by the service provider, agent, or third party that is responsible for the disallowance.
- ii. Payment will then be made from any applicable insurance carrier or bond insurer.
- iii. A waiver or approval of an offset from the grant funding source will then be pursued.
- iv. Any remaining required repayment will then be paid by the Counties. The responsibility for any disallowed costs shall be apportioned according to the services contracted for in each County.

D. Privileges and Immunity. Nothing in this Agreement shall be construed to affect the Counties' rights and privileges under governmental immunity. All of the privileges and immunities from liability and exemptions from laws, ordinances, and other rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of the officers, agents, or employees of the Counties, shall apply to the same degree and extent to the performance of such functions and duties of the members of the Consortium Board and Workforce Development Board.

VII.
DURATION OF AGREEMENT

A. Effective Date and Duration. This Agreement shall be effective commencing on the date first written above and shall remain in effect through December 31, 2021.

B. Termination of Participation. Any County may withdraw from the Consortium Board and the obligations created by this Agreement upon service of 120-day written notice to the remaining Counties. The Agreement shall remain in effect the remaining Counties as long as at least three (3) Counties remain as signatories to it. Upon termination of participation by at least three (3) Counties, this Agreement shall continue in effect until the final grant concludes.

VIII.
MISCELLANEOUS

A. Amendment. Any amendments to this Agreement require the approval of the Board of Commissioners of each of the Counties.

B. Changes in Applicable Laws. In the event the laws and regulations pertaining to this Agreement, including, but not limited to, the Workforce Innovation and Opportunity Act of 2014, are amended or repealed, the Counties, in their individual discretion, may determine whether such changes render it infeasible or unadvisable to carry out this Agreement. In that event, the County may terminate this Agreement by submitting 30-day written notice to the other Counties. If this Agreement is not terminated due to the amendment or repeal of applicable laws or regulations, then this Agreement will continue under those new laws or regulations without the need to amend this Agreement to specifically name those new laws or regulations.

C. Severability. If any word, phrase, part or section of this Agreement is determined to be illegal or unenforceable, the other portions of the Agreement shall remain in full force and effect so long as those other portions are sufficient to constitute a valid agreement.

D. Full Agreement. This document, along with any attachments or appendices or other incorporations by reference, constitutes the entire agreement between the Counties. Accordingly, this Agreement supersedes all previous or contemporary agreements between the Counties covering the subject matter of this Agreement.

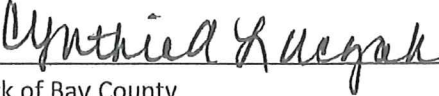
IN WITNESS WHEREOF, the undersigned have placed their hands and seals the day and year set below their signatures.

COUNTY OF BAY

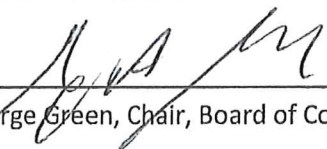
By: 
Ernie Krygier, Chair, Board of Commissioners

Date: 12/15/16

COUNTERSIGNED:

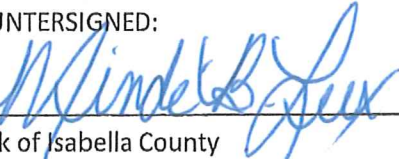
By: 
Clerk of Bay County

COUNTY OF ISABELLA

By: 
George Green, Chair, Board of Commissioners

Date: October 4, 2016

COUNTERSIGNED:

By: 
Clerk of Isabella County

COUNTY OF SAGINAW

By: 
Michael J. Hanley, Chair, Board of Commissioners

Date: 11/15/16

COUNTERSIGNED:

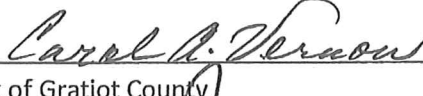
By: 
Clerk of Saginaw County

COUNTY OF GRATIOT

By: 
George Bailey, Chair, Board of Commissioners

Date: 9/20/16

COUNTERSIGNED:

By: 
Clerk of Gratiot County

COUNTY OF MIDLAND

By: 
Mark Bone, Chair, Board of Commissioners

Date: 8-16-16

COUNTERSIGNED:

By:  2016
Clerk of Midland County