NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

1. Meeting Called to Order by Chairperson.

2. Additions or Deletions to the Agenda – Approval of the Agenda.


4. Employee/Board Comments.

5. Consider Approval of the Minutes of July 7, 2015.

6. Consider Payment of Claims.

7. Old Business:
   A. Update on County's Health Insurance Plans – Jennifer Martin.
   B. Discuss County Picnic Donations – Susan Vander Pol.
   C. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   D. Discuss E.M.S. Northwest Quadrant / Tustin Station.
   E. Discuss Sheriff Office Renovation and Addition.
   F. Update on Reed City Senior Center Usage – Scott Schryer and Susan Vander Pol.

8. New Business:
   A. Discuss Clerk Annual MERS Conference Appointment – Karen Bluhm.
   B. Discuss MMRMA Liability Limits – Susan Vander Pol.
   C. Discuss Appointment to CMHCM Board – Susan Vander Pol.
   D. Discuss 2016 County Budget – Susan Vander Pol.

9. Other Business:

10. Employee/Board Comments.

11. Extended Public Comments (Six Minute Limit).


Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT
The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern. If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
July 7, 2015

Meeting was called to order at 9:35 a.m. by Chairman Emig.


Also present: Jennifer Martin & Mandy Hamilton-44North, Scott Schryer-C.O.A. Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and a member of the public.

Motion by Commissioner Elkins, supported by Commissioner Gregory, to approve the agenda as presented. Motion carried.

Brief Public Comment: None.

Employee Comment: Susan Vander Pol, County Coordinator, spoke about the electrical inspections in Rose Lake Township.

Moved by Commissioner Nehmer, supported by Commissioner Halladay, to approve the minutes of June 16, 2015. Motion carried.

Recommended by Commissioner Tiedt, supported by Commissioner Elkins, to approve the current claims of the County in the amount of $45,382.16. Recommendation was unanimously supported.

Update on County's Health Insurance Plans
Jennifer Martin, along with Mandy Hamilton, from 44North were present to share renewal information for the County's health insurance plans with the Board. Jennifer reported both BCBS and BCN renewal increases will by 6% for the next year. She shared information about current cost savings with the County's HRA now in place. She did advise that Consumer's Mutual has not yet submitted a proposal. Discussion was held and Jennifer was asked to attend the next Board's next meeting so a decision can be made at that time.

Jennifer Martin then asked the Board how they wished to proceed with the employee Flexible Spending Account (FSA). She advised that receipts are currently required and explained the reasons for the receipts. She did speak to Board members about the County "signing off" on this requirement and discussion was held.

Recommended by Commissioner Tiedt, supported by Commissioner Wayne, to remove the verification step (submission of paper receipts) for utilization in the Flexible Spending Accounts. Recommendation was unanimously supported.

Jury Commission Appointments
Karen Bluhm, County Clerk, presented information on the appointments to the Jury Commission.

Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to appoint Harvey Miller-Democrat, Carla Haenlein-Republican and Gloria Eisenga-Republican to the Osceola County Jury Board for 6 year terms through 07/31/2021. Recommendation was unanimously supported.
Sheriff Radios Funding
Susan Vander Pol, County Coordinator, spoke about the Sheriff’s department grant for the purchase of new radios. The grant requires a match of $26,000 from the County. Discussion was held on funding.

Recommended by Commissioner Nehmer, supported by Commissioner Tiedt, to approve $26,000 from the 295 Fund for the grant match for radios, with the money transferred to the 245 Capital Fund for expending. Recommendation was unanimously supported.

Veterans Services Adhoc Committee Meeting/Update
Susan Vander Pol, County Coordinator, reviewed the draft minutes from the recent committee meeting. She explained how the committee intends to recommend the Veterans Services employee be a part-time county employee and their reasons. Discussion was held.

Budget Amendments, Cash Transfers & Journal Register
None to report.

E.M.S. Northwest Quadrant/Tustin Station
Susan Vander Pol, County Coordinator, gave a brief update reporting ground has been broken and they are moving forward.

Sheriff Office Renovation & Addition
Susan Vander Pol, County Coordinator, gave an update reporting they are on schedule and the project should be completed soon.

Records Conversion/Register of Deeds
Nancy Crawford, Register of Deeds explained she is ready to convert books 1929-1946 and the Automation Fund will cover the expenditure.

Recommended by Commissioner Elkins, supported by Commissioner Nehmer, to approve the contract with US Imaging to convert Record of Deeds from 1929 to 1946 for the amount of $7,800 with payment from the Register of Deeds automation 256 Fund. Recommendation was unanimously supported.

Osceola County Land Bank Authority-Appointments
Dan Massy, Community Developer, asked for Jack Nehmer and Martin Nieman to be re-appointed to the Land Bank Authority.

Recommended by Commissioner Wayne, supported by Commissioner Tiedt, to approve the appointments of Jack Nehmer (1 year term expiring 07/31/16) and Martin Nieman (2 year term expiring on 07/31/17) to the Osceola County Land Bank Authority. Recommendation was unanimously supported.

MERS-Accrued Liability Payment
Karen Bluhm, County Clerk, shared information on the MERS pension accrued liability. She proposed sending an additional $20,000 to start bringing our County's funding level up. Discussion was held.
Recommended by Commissioner Tiedt, supported by Commissioner Gregory, to approve an additional payment of $20,000 to MERS and approve the budget amendment to appropriate money from the General Fund, unreserved funds for payment. Recommendation was unanimously supported.

Scott Schryer, C.O.A. Director, spoke about the AAAWM Annual Plan presented for approval today. He explained how the plan works in conjunction with the C.O.A. agency. He advised the adult population continues to grow in Osceola County so there will be more demand for local services. Discussion was held.

Recommended by Commissioner Wayne, supported by Commissioner Nehmer, to approve the Area Agency of Western Michigan (AAAWM) Annual Implementation Plan for 2016. Recommendation was unanimously supported.

Employee/Board Comment: None.

Extended Public Comment: Representative Phil Potvin addressed the Board with updates from Lansing.

Moved by Commissioner Elkins, supported by Commissioner Wayne, to adjourn at 11:32 a.m. Motion carried.

Karen J. Bluhm, County Clerk
Larry Emig, Chairman
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General (✓) 245 Capital (✓) Special Revenue ( )
Debt Service ( ) Other ( )

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>App K-9 Fund</td>
<td>101.965685025</td>
<td>($ 1,030)</td>
<td>($ 1,030)</td>
</tr>
<tr>
<td>Trans In</td>
<td>245.120695000</td>
<td>($ 1,030)</td>
<td>($ 1,030)</td>
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</table>

EXPENSES:

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<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trans Out</td>
<td>101.965999028</td>
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<tr>
<td>Equip/Fun Sheriff</td>
<td>245.903971005</td>
<td>($ 1,030)</td>
<td>($ 1,030)</td>
</tr>
</tbody>
</table>

TOTAL ($ 2,060) ($ 2,060)

Sheriff K-9
Department

Board of Commissioners/Representative

Department Head Signature

Recorded ( ) Motion/Resolution No.
Budget Amendment No.

7-9-15 Date

EXPLANATION: To purchase scent detector equipment
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

The County Treasurer is hereby directed to transfer funds in the following manner:

<table>
<thead>
<tr>
<th>FUND/ACCT</th>
<th>BUDGETED</th>
<th>TRANSFER</th>
<th>REMAINING</th>
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</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>101</td>
<td>$</td>
<td>$2,860</td>
</tr>
<tr>
<td>TO:</td>
<td>245</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS:

The above transfer has been appropriated by the Board of Commissioners by previous resolution and may be less than the full amount appropriated in the source fund. The appropriating action was by:

( ) Appropriation Act
( ) Budget Resolution
(✓) Transfer Resolution

The County Treasurer is to complete the transfer within three business days following the date of this authorization order. A copy of the executed transfer is to be issued to the County Clerk. Should the County Treasurer be unable to complete the transfer, in whole or in part, within the time prescribed, a statement will be sent to the authorizing party within the same time limit, giving reason why the transfer can not be completed.

(✓) By direction of the Board
( ) By direction of the Finance Committee

Date: 7-9 2015

Chairman

Finance Chairperson
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General ( ) 245 Capital ( ) Special Revenue ( ) Debt Service ( ) Other ( )

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
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</thead>
<tbody>
<tr>
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</table>

EXPENSES:

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<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
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<td>Visiting Judges</td>
<td>101.131.808.031</td>
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<td>Jury Fees</td>
<td>101.131.809.001</td>
<td>$(8,000)</td>
<td>$(_______)</td>
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<tr>
<td>Jury Mileage</td>
<td>101.131.809.002</td>
<td>$(3,500)</td>
<td>$(_______)</td>
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<tr>
<td>Judicial Contingency</td>
<td>101.870.999.001</td>
<td>$(_______)</td>
<td>$(14,700)</td>
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<tr>
<td></td>
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<td>$(_______)</td>
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</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$(14,700)</td>
<td>$(14,700)</td>
</tr>
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</table>

Circuit Court

Department Head Signature

7-16-15 Date

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No.

Budget Amendment No.

EXPLANATION: Additional monies needed due to the amount of jury trials
### Journal Number GL Number

<table>
<thead>
<tr>
<th>Journal Number</th>
<th>GL Number</th>
<th>Date</th>
<th>Description</th>
<th>JNL</th>
<th>Description</th>
<th>Use</th>
<th>DR</th>
<th>CR</th>
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<td>6235</td>
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<td>06/01/2015</td>
<td>BA PER DEPT</td>
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<td>LORI</td>
<td>8,000.00</td>
<td>8,000.00</td>
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<tr>
<td>POSTED BY LORI</td>
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<td></td>
<td>MISCELLANEOUS INCOME</td>
<td>MISC.</td>
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<tr>
<td>101-351-930.000</td>
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<tr>
<td>6250</td>
<td></td>
<td>06/05/2015</td>
<td>BA PER DEPT</td>
<td></td>
<td></td>
<td>SUES</td>
<td>8,000.00</td>
<td>8,000.00</td>
</tr>
</tbody>
</table>

| POSTED BY SUES | 101-430-960.000 |            | ANIMAL DAMAGE CLAIMS         | SEMINARS/TRAINING |       |       |      |
| 101-430-861.001 |                |            |                              |     |             |       |       |      |
| 6252           |                | 06/08/2015 | BA PER DEPT & COMM           |     |             | LORI | 100.00 | 100.00 |

| POSTED BY LORI | 230-000-699.001 |            | APPROPRIATED FUND BALANCE    |     |             |       | 15,000.00 | 15,000.00 |
| 230-000-979.001 |                |            | CAPITAL EQUIPMENT            |     |             |       |       |      |
| 6257           |                | 06/10/2015 | BA PER DEPT EXP FOR NEW K-9 PUPPIES |     |             | LORI | 15,000.00 | 15,000.00 |
| POSTED BY LORI | 101-965-695.025 |            | APPROPRIATED K-9 FUND BAL    |     |             |       | 1,000.00 | 1,000.00 |
| 101-301-952.000 |                |            | DOG MAINT/VET                |     |             | LORI | 1,300.00 | 1,000.00 |
| 6259           |                | 06/11/2015 | BA PER DEPT                  |     |             | LORI | 10.00 | 10.00 |

| POSTED BY LORI | 101-148-809.001 |            | JURY/FEES                    |     |             |       |       |      |
| 101-148-809.003 |                |            | JURY/MILEAGE                 |     |             |       |       |      |

| 6265           |                | 06/16/2015 | BA PER COMM                  |     |             | LORI | 10.00 | 10.00 |

| POSTED BY LORI | 101-965-695.015 |            | UNRESERVED FUND BALANCE      |     |             |       | 40,000.00 | 40,000.00 |
| 101-851-722.000 |                |            | WORKERS COMPENSATION         |     |             |       |       |      |
| 6270           |                | 06/17/2015 | BA PER DEPT                  |     |             | LORI | 40,000.00 | 40,000.00 |

| POSTED BY LORI | 101-257-724.001 |            | LIFE INSURANCE               |     |             |       | 315.00 | 315.00 |
| 101-257-727.001 |                |            | MISC SUPPLIES                |     |             | LORI | 315.00 | 315.00 |

| 6271           |                | 06/18/2015 | BA PER DEPT                  |     |             | LORI | 315.00 | 315.00 |

<p>| POSTED BY LORI | 101-257-724.001 |            | LIFE INSURANCE               |     |             |       |       |      |
| 101-257-727.001 |                |            | MISC SUPPLIES                |     |             |       |       |      |</p>
<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINTING AND BINDING</td>
<td>500.00</td>
</tr>
<tr>
<td>CIRCUIT COURT SUPPLIES</td>
<td>500.00</td>
</tr>
</tbody>
</table>

Total: 64,925.00 64,925.00
DATE:    July 14, 2015
TO:      Board of Commissioners
FROM:    Susan Vander Pol
RE:      MMRMA Renewal and Consideration of Higher Liability Limits

We have received our renewal with MMRMA for the July 1, 2015 through June 30, 2016 period. The new policy shows an increase of $10,323. The prior year allocation was $209,374 and the new amount is $219,697. There were slight reductions in General Automobile Liability, General Liability and Public Officials’ Liability. There was a significant increase in the Law Enforcement Liability of $9,624 (18 officers) and slight increase in the Automobile Physical Damage of $1,460 related to repairs for road patrol vehicles.

We will receive two distributions from MMRMA in 2015 of excess net assets. One is from the State Pool Fund of $34,642 and the other is from the General Fund of $69,266 for a total of $103,908. These distributions are not guaranteed to be received annually and are not routinely budgeted for in the County’s General Fund. These distributions are a definite advantage to our membership with MMRMA, as well as all of the policy and procedures templates, risk management advisement, training and litigation coverage and representation.

The MMRMA has started offering higher General Liability coverage amounts. Our current limit is $5 million. There are new offerings of $10 and $15 million. Quotes provided by MMRMA would increase our premium to $232,871 (Additional $13,174) or $240,373 (Additional $20,676). With the current $5 million General Liability Coverage, any amount of a settlement or loss over that amount is not covered by the MMRMA and would come from Osceola County’s General Fund (101).

The Board of Commissioners are able to determine if you would like the County to carrier any higher liability coverage amount.

Thank you.
DATE: July 16, 2015
TO: Board of Commissioners
FROM: Susan M. Vander Pol, County Coordinator
RE: 2016 Budget Time Lines

Per the Uniform Accounting and Budgeting Act, I have drafted a time line for you for the budget process. These are goals and the process may take a little longer, but the budget should be adopted by your annual meeting.

July 21st and August 4th – Committee meeting agenda topic to go over time lines and begin discussion of overall budget projects and goals for 2016.

July 27th - Tentative week for budget packets to go out to department heads via e-mail. (They will have 3 weeks to complete.)

August 20th – Budgets are due from departments to allow time to review requests and put budget summaries together for committee. Meetings will be held with department heads if there are questions on their budgets or to discuss programs.

October 6th – Budget summaries will be available for distribution at the committee meeting for County Commissioners. Additional discussion can be held on the budget and funding options during the next couple weeks. The Board would recommend setting the Public Hearing on the 2016 budget for October 20th.

The budget could be adopted after the public hearing on October 20th or at the Board’s November 3rd meeting.

Thank you.
Larry and Sue, in follow-up to the brief conversation we had after the Veteran’s meeting on Tuesday, I have attached four pertinent documents. They are as follows:

1. A one page summary on why the P.A. 7 Agreement needs to be updated.
2. The official one page color State map outlining the 10 Prosperity Regions.
3. The revised P.A. 7 Agreement for County/City Commission review and approval.
4. The current P.A. 7 Agreement approved in July, 2000 with all accompanying approval signatures - both local and State.

The revised P.A. 7 Agreement is currently at the State Attorney General’s Office being reviewed, with the Workforce Development Agency requesting the AG’s Office to have their review completed by Monday, July 13th, so when we go through the local approval process, there is assurance it will be accepted by the AG’s Office, as the Governor’s Office needs to approve P.A. 7 Agreements. In revising our Agreement, we used the generic template suggested by the AG’s Office; an approved P.A. 7 Agreement approved last fall from the Grand Rapids Michigan Works!, which incorporated the addition of Barry County; and it was reviewed by West Central’s legal counsel – Miller Johnson in Grand Rapids.

I plan to attend your Tuesday, July 21st Committee of the Whole meeting at 10:30 a.m. to answer any questions. I also plan to attend your regular meeting which follows to provide a brief report on current Michigan Works! activities and remain at the meeting until approval of the revised P.A. 7 Agreement comes up on the agenda.

Larry, Ben Damerow’s region (Kalamazoo/St. Joe area) had a revised Agreement approved last year; the Grand Rapids region will be submitting another revised Agreement due to additional counties joining them this year; I just received last week revised Agreements from two other Michigan Works! regions; and there are at least two other regions that are currently working on a revised Agreement. The point being, several reconfigured regions are coming about as a result of the Governor’s Regional Prosperity plan.

If either of you have any questions prior to the 21st meeting, please let me know. THANX
Michigan Works! Service Areas are Changing to Align with Michigan’s Prosperity Regions
Summer 2015

The State is streamlining a variety of public services into larger regions including Workforce Development. The Workforce Development services provided by Michigan Works! agencies are moving towards alignment with the 10 regions that were created by Governor Snyder in 2013.

Region 4 is divided into 4a and 4b. (see map) 4a includes the five county area served by Michigan Works! West Central (Lake, Mason, Mecosta, Newaygo and Osceola counties) and Oceana County. 4b includes Allegan, Barry, Ionia, Kent, Montcalm, Muskegon, and Ottawa counties. Oceana County is being asked to join Michigan Works! West Central in order to have all six counties in Region 4a be served by one Michigan Works! agency.

The seven counties that make up Region 4b are being asked to join together to create one Michigan Works! agency that currently consists in whole or part of four Michigan Works! agencies.

As a part of this transition, the current Interlocal Agreement among the seven member units of government (the five counties and the cities of Big Rapids and Ludington) that make up Michigan Works! West Central for Region 4a, requires revision.

This type of Agreement has been in place since 1974. The current Agreement was last changed in July, 2000 due to new federal legislation entitled Workforce Investment Act (WIA). In 2014, new federal legislation was passed entitled Workforce Innovation & Opportunity Act (WIOA) that replaces WIA, with implementation that began July 1, 2015. Therefore, there are two reasons the Interlocal Agreement needs to be updated:

- To align with the Governor’s Prosperity Regions, which results in Oceana County being asked to join Michigan Works! West Central to align with Region 4a.
- New federal legislation (WIOA) being enacted.

The above changes keep in-tact two cornerstone principles of the Interlocal Agreement, which are:

- The Local Elected Officials (LEO) still appoint the Workforce Development Board (WDB). The WDB represents the private sector, economic development, secondary and post-secondary education, a public assistance agency, community-based organizations, organized labor, a corrections agency and a rehabilitation agency that collaborates with the LEO on the approval of all plans, programs and contractors.
- The continuation of Workforce Development services to employers and job seekers in the enlarged six county area through Michigan Works! West Central.
MICHIGAN WORKS! WEST CENTRAL!
RESTATED INTERLOCAL AGREEMENT BETWEEN

LAKE COUNTY BOARD OF COMMISSIONERS
MASON COUNTY BOARD OF COMMISSIONERS
MECOSTA COUNTY BOARD OF COMMISSIONERS
NEWAYGO COUNTY BOARD OF COMMISSIONERS
OCEANA COUNTY BOARD OF COMMISSIONERS
OSCEOLA COUNTY BOARD OF COMMISSIONERS
CITY OF BIG RAPIDS COMMISSION
CITY OF LUDINGTON COUNCIL

CONTINUATION OF THE MICHIGAN WORKS! WEST CENTRAL
CHARTER AND AGREEMENT

The following recitals are made regarding this Restated Interlocal Agreement ("Agreement")
between the Counties of Lake, Mason, Mecosta, Newaygo, Oceana and Osceola, and the Cities
of Big Rapids and Ludington, Michigan (hereinafter each referred to separately as "the Party"
and collectively as "the Parties);

WHEREAS, the Parties desire to enter into this Agreement, pursuant to the Urban
seq. of the Michigan Compiled Laws (the "Urban Cooperation Act"), to jointly exercise their
powers to administer and provide for workforce development related activities for businesses and
residents in the geographic area and region of the Parties; and

WHEREAS, as a result of entering into this Agreement, the Parties hereby continue
Michigan Works! West Central as a separate legal entity and as a public body corporate (the
"Cooperative Entity") pursuant to the Urban Cooperation Act; and

WHEREAS, the federal Workforce Innovation and Opportunity Act of 2014 P.L. 113-128
(WIOA) (29 U.S.C.3101, et seq.) replaces the Workforce Investment Act of 1998 and the change
requires the amendment of the Michigan Works! West Central Charter and Agreement ("Charter
and Agreement") which was last modified in July, 2000; and

WHEREAS, Oceana County agrees to enter this Agreement as a Party for the purpose of
providing for the administration of workforce development related activities in the geographic
area and region the Cooperative Entity serves, which is amended to include Oceana County; and

WHEREAS, the Parties are all public agencies that have the authority to execute this
Agreement under the Urban Cooperation Act, and pursuant to resolutions of each of their
governing bodies have designated the officer or officers authorized to sign this Agreement on
behalf of each Party;
NOW, THEREFORE, pursuant to the Urban Cooperation Act, the Parties agree to the following terms and conditions:

ARTICLE I DEFINITIONS

The Parties agree that the following words and expressions, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive and/or either within or without quotation marks shall be defined and interpreted as follows:

Section 1.01 Agreement. "Agreement" means this Restated Interlocal Agreement dated on the Effective Date.

Section 1.02 Cooperative Entity. The "Cooperative Entity" is Michigan Works! West Central which shall have the meaning as set forth in the recitals to this Agreement.

Section 1.03 Cooperative Entity Board. The Cooperative Entity Board means the Michigan Works! Local Elected Officials Board which is continued by this Agreement and expanded by the addition of Oceana County to this Agreement.

Section 1.04 Days. "Days" means calendar days.

Section 1.05 Effective Date. "Effective Date" means October 1, 2015 or the date on which the Agreement, after its approval by the Governor, is first filed with Department of State, Office of the Great Seal and the county clerks of each county where a Party is situated as required by the Urban Cooperation Act, whichever is later.

Section 1.06 Fiscal Year. "Fiscal Year" means the fiscal year of Michigan Works! West Central which ends on June 30 of each year.


Section 1.08 Open Meetings Act. "Open Meetings Act" means Act No. 267 of the Public Acts of 1976, as amended, being MCL 15.261 et seq.

Section 1.09 Party. "Party" means a party to this Agreement.

Section 1.10 Person. "Person" means any individual person, profit or non-profit corporation, partnership, Limited Liability Company, university, joint venture, trust, association, public agency, or other legal entity.

Section 1.11 Urban Cooperation Act. "Urban Cooperation Act" shall have the meaning as set forth in the recitals to this Agreement.
ARTICLE II CONTINUATION OF THE COOPERATIVE ENTITY

Section 2.02 Continuation of and Legal Status of the Cooperative Entity. The Parties intend and agree that the Cooperative Entity is continued as a separate legal entity and public body corporate pursuant to the Urban Cooperation Act and this Agreement.

Section 2.03 Name of Cooperative Entity. The name of the Cooperative Entity is "Michigan Works! West Central."

Section 2.04 Principal Office. The principal office of the Cooperative Entity is 14330 Northland Drive, Big Rapids, Michigan, or such other location as may be determined from time to time by the Cooperative Entity Board.

Section 2.05 Title to Cooperative Entity Assets. All property owned by the Cooperative Entity is owned as a separate legal entity and public body corporate.

Section 2.06 Compliance with Law. The Cooperative Entity shall comply with all federal and state laws, rules, regulations, and orders applicable to this Agreement, as well as applicable local ordinances and other legal requirements.

ARTICLE III
PURPOSE AND FUNCTIONS OF THE COOPERATIVE ENTITY

Section 3.01 Purpose. The purpose of the Cooperative Entity is for the implementation of the Parties' shared powers to administer and assure that workforce development related activities are available to the public, eligible individuals, and employers in the Prosperity Region 4a, and in partnership with the whole of Prosperity Region 4. Prosperity Region 4a is the geographic area covered by the Parties to this Agreement. These activities are funded under a variety of federal and state legislation listed below and their successor programs, as well as, various other legislation which may change from time to time. The purpose of the programs is to assist eligible persons to obtain training and employment and to assist employers to obtain the workers they need. The Cooperative Entity may apply for and receive grants and funding from sources other than those mentioned in this Agreement, as may become available from time to time.

Section 3.02 Programs, Functions and Services. The programs, functions, and services to be provided and supported by the Cooperative Entity include without limitation the following: Contract, and/or operate programs that provide workforce development, welfare reform, business services and related activities, receive funding through the State of Michigan and other sources, and partner with other agencies to assure the provision of services in Prosperity Region 4a and align with Prosperity Region 4. This includes but is not limited to current and successor legislation for workforce development, welfare reform, employment service, trade act, food assistance employment and training, and other grants from private or public sources that may become available from time to time.
The current listing of major programs include:

Wagner-Peyser Act, P.L.97-300
Trade Act of 1974, P.L. 93-618, as amended
Michigan PA 280 of 1939 (Social Welfare Act) as amended

Programs may be operated directly, by contract, or a combination and may include partner agencies. This includes partnerships required by legislation, regulation or rule, and instances where the partnership is in the best interest of the Cooperative Entity.

Section 3.03 Liaison functions. Functions as liaison with state, federal, and other agencies to assure the participation and partnership engagement required.

ARTICLE IV
POWERS OF THE COOPERATIVE ENTITY

Section 4.01 Powers of the Cooperative Entity. In carrying out the Cooperative Entity’s purpose and functions as set forth in Article II, the Cooperative Entity as directed by the Cooperative Entity Board, is authorized to:

(a) Sue and be sued;

(b) Make, execute, and deliver contracts, conveyances, and other instruments that are necessary or convenient;

(c) Solicit and accept gifts, grants, loans and other aids from any person or entity or to participate in any other way in any federal, state or local government program;

(d) Invest money of the Cooperative Entity in instruments, obligations, or securities determined proper by the Cooperative Entity Board, subject to applicable legal requirements;

(e) Acquire, construct, reconstruct, improve, lease, maintain, manage or repair buildings, works, or improvements;

(f) Acquire or contract to acquire property, if permitted by the funding sources;

(g) Administer a variety of programs and funding consistent with its purpose;

(h) Engage personnel and other assistance as appropriate;

(i) Charge, impose, and collect fees and charges in connection with any of its activities;
(j) Maintain compliance with and eligibility for all applicable and beneficial state and federal programs; and

(k) Be the grant sub-recipient pursuant to WIOA or any successor legislation and administer and operate programs consistent with its purpose.

ARTICLE V
LIMITATION ON POWERS OF THE COOPERATIVE ENTITY; NO WAIVER OF GOVERNMENTAL IMMUNITY

Section 5.01 Limitation of Powers. The Cooperative Entity may not:

(a) Levy any type of tax within the boundaries of any Party; or

(b) Except as provided elsewhere in this Agreement, incur debt, liabilities or obligations which constitute debts, liabilities or obligations of any Party, without that Party's express written consent.

Section 5.02 No Waiver of Governmental Immunity. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity as provided by the Urban Cooperation Act or otherwise under law.

ARTICLE VI
FINCIAL RESPONSIBILITY OF THE PARTIES

Section 6.01 Financial Responsibility. Each signatory to this Agreement, accepts the financial responsibility for the funding received by the Cooperative Entity and agrees to be held jointly and severally liable for the funds obtained under this Agreement for the purposes described under the legislation, regulations, and related policy issuances.

Section 6.02 Liability. Liability is allocated equally among the Parties.

ARTICLE VII
DURATION OF, WITHDRAWAL FROM, AND TERMINATION OF THE AGREEMENT

Section 7.01 Duration. The effective date of this Agreement shall be October 1, 2015, with approval of this Agreement by all of the Parties and it shall continue in force until terminated.

Section 7.02 Withdrawal by a Party. Any Party may unilaterally terminate its participation in this Agreement upon giving notice in writing by certified mail return receipt requested to the Chairperson of the Corporate Entity Board, the Executive Director of the Cooperative Entity and the other Parties at least 60 calendar days prior to the effective date of such termination. The withdrawing Party releases any entitlement to a share of the Cooperative Entity’s assets.
Section 7.03 Termination. The Parties may terminate this Agreement by mutual consent on such conditions and terms as they agree.

Section 7.04 Disposition upon Termination. As soon as possible after termination of this Agreement, the Cooperative Entity shall wind up its affairs as follows:

(a) All of the Cooperative Entity’s debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Cooperative Entity and distribution of its assets shall be paid first; and

(b) The remaining assets, if any, that do not become the property of the funding source(s) or successor entity shall become the property and be distributed to the Parties in equal shares.

ARTICLE VIII
THE COOPERATIVE ENTITY BOARD

Section 8.01 The Cooperative Entity Board Composition. The Cooperative Entity shall have a Board comprised of local elected officials.

The Cooperative Entity Board is composed of representative(s) of each of the Parties who are appointed by the governing body of the Party they represent. Representation is as follows:

<table>
<thead>
<tr>
<th>Party</th>
<th>Representative(s) to the Cooperative Entity Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake County</td>
<td>One Member</td>
</tr>
<tr>
<td>Mason County</td>
<td>One Member</td>
</tr>
<tr>
<td>Mecosta County</td>
<td>One Member</td>
</tr>
<tr>
<td>Newaygo County</td>
<td>Two Members</td>
</tr>
<tr>
<td>Oceana County</td>
<td>One Member</td>
</tr>
<tr>
<td>Osceola County</td>
<td>One Member</td>
</tr>
<tr>
<td>City of Big Rapids</td>
<td>One Member</td>
</tr>
<tr>
<td>City of Ludington</td>
<td>One Member</td>
</tr>
<tr>
<td>Total</td>
<td>Nine Members</td>
</tr>
</tbody>
</table>

Each Member of the Cooperative Entity Board shall be a duly elected representative (County Commissioner or City Councilor/Commissioner) of the Party to this Agreement that they represent and shall be duly appointed to act with the full authority of the Party they represent. Each Party is responsible for their own procedures for selecting and appointing eligible representative(s) to be members of the Cooperative Entity Board. Upon selection, the representative(s) appointed shall serve for their term of appointment as determined by the Party that appointed them. Cooperative Entity Board members serve at the pleasure of the governing body of the Party that appointed them.

Section 8.02 Vacancies. As vacancies occur on the Cooperative Entity Board, such vacancies shall be filled by the appointing authority from the Party they represent. 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.

Section 8.03 Alternates. Alternates for members may be appointed by the appointing authority from the Party they represent, at the discretion of the Party.

Section 8.04 Meetings and By-Laws of the Cooperative Entity Board. The Cooperative Entity Board shall hold meetings at the place, date, and time as the Cooperative Entity Board shall determine. Meetings shall be accessible and comply with the Open Meetings Act. The Cooperative Entity Board may adopt by-laws for its organization and the conduct of its meetings, provided that they are consistent with the requirements of the Open Meetings Act, the Agreement, and other applicable laws and regulations.

Section 8.05 Quorum and Voting. A majority of the Cooperative Entity Board shall be required to constitute a quorum for the transaction of business. A majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

Section 8.06 Fiduciary Duty. The members of the Cooperative Entity Board are under a fiduciary duty to conduct the activities and affairs of the Cooperative Entity in the best interests of the Cooperative Entity, including the safekeeping and use of all the Cooperative Entity’s monies and assets for the benefit of the Cooperative Entity. The members of the Cooperative Entities’ Board shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 8.07 Compensation. The members of the Cooperative Entity Board shall receive no compensation for the performance of their duties, but each member may be reimbursed for his or her reasonable expenses in carrying out those duties by the Party they represent. A member of the Cooperative Entity Board may engage in private or public employment, or in a profession or business.

Section 8.08. Ethics and Conflicts of Interest. The Cooperative Entity Board shall adopt ethics policies governing the conduct of the Cooperative Entity Board members and the officers and employees of the Cooperative Entity. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348. Members of the Cooperative Entity Board and the officers and employees of the Cooperative Entity shall be deemed to be public servants under 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest.

Section 8.10. Powers of the Cooperative Entity Board. The Cooperative Entity Board shall have all of the powers of the Cooperative Entity set forth in this Agreement, including but not limited to, those set forth in Article IV (Powers of the Cooperative Entity).

Section 8.11. Officers. The Cooperative Entity Board shall elect a Chairperson and Vice Chairperson from the membership of the Cooperative Entity Board at the first meeting after January 1 each year. The Chairperson and Vice Chairperson must represent different Parties to
Section 8.12 Duties and Responsibilities of the Cooperative Entity Board. The Cooperative Entity Board shall be responsible for the following:

a. All activities necessary or appropriate to effectuate the powers of the Cooperative Entity pursuant to Article IV of this Agreement and to administer, disburse, monitor and account for federal, state or local grant funds received by the Cooperative Entity.

b. The appointment and dismissal of an Executive Director of the Cooperative Entity.

c. The approval of contracts, the annual budget, and plans in partnership with the Workforce Development Board for most funding which is under both boards.

d. An annual audit as required.

e. The establishment of policies for the operation of the Cooperative Entity as a sub-grant recipient under WIOA and other and successor legislation, or operator of programs in the Cooperative Entity area. Such policies include, but are not limited to, fiscal, personnel, and program policies, provided that the Cooperative Entity Board’s power shall be subject to requirements to work with the Workforce Development Board when required by law or the terms of any grant and in other instances when desired by the Cooperative Entity Board.

f. Appointment of the Workforce Development Board as described in Section IX.


ARTICLE IX
WORKFORCE DEVELOPMENT BOARD

Section 9.01 Creation of Workforce Development Board (WDB). The Cooperative Entity Board will appoint members to establish a Workforce Development Board as required by Section 107(c) of WIOA and Section 9 of P.A. 491 of 2006 (MCL 408.119) or any successor legislation.

Section 9.02 WDB Membership. The members of the WDB shall be appointed by the Corporate Entity Board and shall be representatives of various groups as specified in WIOA legislation, including representatives of the private sector, educational agencies, organized labor, rehabilitation services, economic development agencies and any other entities required by law, and may include representatives of other entities permitted by law, as determined by the Corporate Entity Board.

Section 9.03 Functions of the WDB. The WDB shall have the functions specified in Section 107 (d) of WIOA to work with the Cooperative Entity Board to accomplish the items specified in legislation and State of Michigan Workforce Development Agency policy, or successor
legislation and policy for WIOA and other programs administered by the Cooperative Entity. The functions of the WDB include providing policy and program guidance for all activities funded under WIOA, or successor legislation or other grants, in partnership with the Cooperative Entity Board together with any other powers and duties provided by law, or policy.

Section 9.04 Meetings. The Cooperative Entity Board shall meet with the WDB in regular sessions and committees for the conduct of the business of both boards. Such meetings will be held at intervals of not less than once per quarter in a public place and comply with the Open Meetings Act and any other requirements for public bodies.

Section 9.05 Officers. The WDB will have a Chairperson and a Vice Chairperson, elected by members of the WDB. The Chairperson and Vice Chairperson must be representatives of private business.

ARTICLE X
EXECUTIVE DIRECTOR AND STAFF

Section 10.01 Executive Director. The Cooperative Entity Board shall appoint an Executive Director to exercise the powers of the Cooperative Entity as approved or otherwise authorized by the Cooperative Entity Board. The Executive Director of the Cooperative Entity shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Cooperative Entity. The Executive Director shall receive such compensation as determined by the Cooperative Entity Board.

Section 10.02 Fiduciary Duty. The Executive Director is under a fiduciary duty to conduct the activities and affairs of the Cooperative Entity in the best interests of the Cooperative Entity, including the safekeeping and use of the Cooperative Entity monies and assets for the benefit of the Cooperative Entity. The Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 10.03 Staff. The Cooperative Entity Board may authorize the hiring of staff to assist in the performance of the purpose of the Cooperative Entity. The Cooperative Entity Board has the responsibility for the manner of employing, engaging, compensating, transferring, disciplining or handling of other personnel matters for employees of the Cooperative Entity, subject to the requirements of a merit based system or statutory requirements. The Cooperative Entity Board may work with the WDB on these issues, including the approval to hire staff.

The Cooperative Entity shall be the employer of staff necessary for the administration and operation of its programs. These individuals shall not be deemed employees of the Parties.
ARTICLE XI
PRIVILEGES AND IMMUNITIES FROM LIABILITY

The officers, agents, and employees of the Cooperative Entity shall be entitled to the protection of Section 9 of the Urban Cooperation Act (MCL 124.509) to the extent such Section is applicable. The Parties agree that no provision of this Agreement is intended, or shall be construed, as a waiver of any governmental immunity provided by the Urban Cooperation Act or other applicable law.

ARTICLE XII
BOOKS AND REPORTS

Section 12.01 Accounting. The Cooperative Entity shall maintain its books of account in such form as is required of governmental entities by the Uniform Budgeting and Accounting Act, MCL 141.421 et seq and other applicable state and federal law and generally accepted accounting practices. Such books and records shall be public records and, as such, available for inspection in accordance with the Freedom of Information Act.

Section 12.02 The Cooperative Entity’s Records. The Cooperative Entity shall keep and maintain at its principal office, all documents and records of the Cooperative Entity. The records of the Cooperative Entity shall include a copy of this Agreement. Such records and documents shall be maintained as required by law.

Section 12.03 Annual Financial Statement. The Cooperative Entity shall cause to be prepared at least annually, at the expense of the Cooperative Entity, audited financial statements 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 XIII FINANCES

Section 13.01 Budget. Each Fiscal Year, the Executive Director shall prepare a budget that complies with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq for adoption by the Cooperative Entity Board. The Cooperative Entity Board shall annually adopt a budget for the Cooperative Entity’s activities prior to the commencement of the Fiscal Year which shall be amended from time to time during the Fiscal Year as required by the Uniform Budgeting and Accounting Act.

Section 13.02 Investment Policy. The Cooperative Entity shall deposit and invest funds of the Cooperative Entity, not otherwise employed in carrying out the purposes of the Cooperative Entity, in accordance with an investment policy established by the Cooperative Entity Board consistent with laws regarding investment of public funds, including the requirements to minimize cash on hand.
Section 13.03 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Cooperative Entity Board and follow the requirements of the funding source and state.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Notices. Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices including any notice of withdrawal as provided herein shall to be sent to each Party. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Information may also be sent electronically in addition to US mail.

Section 14.02 Captions. 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 part of this Agreement. The captions are solely for convenience of reference and do not affect the interpretation.

Section 14.03 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.

Section 14.04 Amendment. This Agreement may be amended or an alternative form of the Agreement adopted only upon written resolution by the Boards of Commissioners and City Council/City Commission of all Parties, approval by the Governor, and filing with the Department of State, Office of the Great Seal and the county clerks of each county where a Party is situated as required by the Urban Cooperation Act.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth.

Signatures appear on the following pages.
Signature to Restated Interlocal Agreement Between:
In WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Cooperative Entity of the Parties hereto, have executed this Agreement.

For Lake County
Board of Commissioners

Karl Walls, Chairperson

_______________________________  _________________________
Signature                        Date

Shelly Myers, Clerk

_______________________________  _________________________
Signature                        Date
Signature to Restated Interlocal Agreement Between:
In WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Cooperative Entity of the Parties hereto, have executed this Agreement.

For Mason County
Board of Commissioners

Charles Lange, Chairperson

Signature ________________________________ Date ________________________________

Cheryl Kelly, Clerk

Signature ________________________________ Date ________________________________
Signature to Restated Interlocal Agreement Between:
In WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Cooperative Entity of the Parties hereto, have executed this Agreement.

For Mecosta County
Board of Commissioners

Bill Routley, Chairperson

Signature ___________________________ Date ___________________________

Marcee Purcell, Clerk

Signature ___________________________ Date ___________________________
Signature to Restated Interlocal Agreement Between:
In WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Cooperative Entity of the Parties hereto, have executed this Agreement.

For Newaygo County
Board of Commissioners

Pat Gardner, Chairperson

Signature ___________________________ Date ___________________________

Andrew Robinson, Clerk

Signature ___________________________ Date ___________________________
Signature to Restated Interlocal Agreement Between:
In WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Cooperative Entity of the Parties hereto, have executed this Agreement.

For Oceana County
Board of Commissioners

Denny Powers, Chairperson

__________________________  _______________________
Signature                                      Date

Rebecca Griffin, Clerk

__________________________  _______________________
Signature                                      Date
Signature to Restated Interlocal Agreement Between:
In WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Cooperative Entity of the Parties hereto, have executed this Agreement.

For Osceola County
Board of Commissioners

Larry Emig, Chairperson

_________________________  _______________________
Signature                          Date

Karen Bluhm, Clerk

_________________________  _______________________
Signature                          Date
Signature to Restated Interlocal Agreement Between:
In WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Cooperative Entity of the Parties hereto, have executed this Agreement.

For City of Big Rapids
City Council

Mark Warba, Mayor

Signature ___________________________ Date ___________________________

Tamyra Gillis, Clerk

Signature ___________________________ Date ___________________________
Signature to Restated Interlocal Agreement Between:
In WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Cooperative Entity of the Parties hereto, have executed this Agreement.

For City of Ludington
City Council

Ryan Cox, Mayor

Signature __________________________ Date __________________________

Deborah Luskin, Clerk

Signature __________________________ Date __________________________
Local Elected Officials (LEO) of
Michigan Works! West Central
Charter and Agreement

Introduction

This Charter and Agreement replaces the earlier agreement for the West Central Michigan Employment and Training Consortium. This Charter and Agreement continues the West Central Michigan Employment and Training Consortium under the name Michigan Works! West Central and provides a structure for Member Units of Government to assure the provision of Workforce Development and Employment and Training related activities available to the Michigan Works! Area covered by these units of government. Funding is from various state and federal legislation through the appropriate state agency, currently the Michigan Department of Career Development.

Chapter I.

Establishment of Consortium

Pursuant to the Michigan Constitution of 1963. Article VIII, Section 28, and 1967 PA 7, as amended, being MCLA 124.501, et seq., the Michigan Works! West Central Consortium, a Michigan Works! Agency, is hereby established by the mutual agreement of the Boards of Commissioners for the counties of, Lake, Mason, Mecosta, Newaygo, and Osceola, and the City Councils of the City of Big Rapids and the City of Ludington. The Michigan Works! West Central Consortium will be known and referred to as Michigan Works! West Central.

Chapter II.

Purpose of Michigan Works! West Central, this Charter and Agreement

Michigan Works! West Central has the purpose of acting on behalf of the Member Units of Government to assure Workforce Development and Employment and Training related activities are available to the public and eligible persons in the five county Michigan Works! Area (MWA). These activities are funded under Welfare Reform legislation, including Work First and Welfare-to-Work, the federal Workforce Investment Act, and their successor programs and various other legislation which may change from time to time.

The purpose of these programs is to assist area residents to obtain training and employment and for employers to obtain the workers they need to be competitive.

Michigan Works! West Central shall carry out the provisions of this legislation and regulations promulgated in relation thereto, in order to provide job training and employment opportunities for the general public and eligible clients in the five county Michigan Works! Area and shall ensure that training and other services lead to employment opportunities and enhance self-sufficiency by establishing flexible local programs. Michigan Works! West Central shall carry out, or shall contract for, programs and other services as required.
Michigan Works! West Central may receive funding from sources other than those mentioned in this Charter Agreement, as may become available from time to time, in order to provide programs or services or to contract for programs and/or services for the purposes of Workforce Development and employer related services.

The purpose of this Agreement is for the Member Units of Government to combine for the more efficient and effective operation of Workforce Development and Employment and Training related programs by the joint exercise of certain powers, privileges and authority, through Michigan Works! West Central.

Chapter III.

Certification of Legal Authority for Michigan Works! West Central
The Member Units of Government signatory to this Agreement hereby certify that state and local laws permit services to be provided under this Charter and Agreement by Michigan Works! West Central for the entire geographic area in the five county Michigan Works! Area.

Chapter IV.

Financial Responsibility of Parties
Each Member Unit of Government signatory to this Charter Agreement accepts the financial responsibility for the operation of programs from the Michigan Department of Career Development for funding included under legislation for Work First, Welfare-to-Work, Workforce Investment Act, and funding from any and all other sources for Workforce Development, Employment and Training, Employer Services, and any other funding as may become available from time to time accepted by Michigan Works! West Central, and agrees to be held jointly and severally liable for the funds obtained under this Charter Agreement for the purposes described under the legislation, regulations, and related policy issuances. Liability is allocated equally among the Member Units of Government.

In the event of dissolution of Michigan Works! West Central, any remaining assets not the property of the State or other entities, shall be divided into equal shares and be the property of the Member Units of Government for their disposition.

Chapter V.

Establishment of Michigan Works! Local Elected Officials (LEO) Board
The Member Units of Government establish a Michigan Works! Local Elected Officials (LEO) Board as a separate legal entity to administer this Charter Agreement. The Local Elected Officials Board shall be a public body. The Board shall be comprised of eight members.

<table>
<thead>
<tr>
<th>Lake County</th>
<th>One member</th>
<th>Osceola County</th>
<th>One member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mason County</td>
<td>One member</td>
<td>City of Big Rapids</td>
<td>One member</td>
</tr>
<tr>
<td>Mecosta County</td>
<td>One member</td>
<td>City of Ludington</td>
<td>One member</td>
</tr>
<tr>
<td>Newaygo County</td>
<td>Two members</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Members shall be duly elected representatives of the Member Unit of Government they represent and shall be duly appointed to act with the full authority of the Member Unit of Government they represent. Each Member Unit of Government shall determine their own rules and procedures for selecting and appointing eligible representatives to be members of the LEO Board. Upon selection, the person(s) appointed by each Member Unit of Government shall serve for their elected term of office, or such term as is determined by the Member Unit of Government.

Alternates may be appointed by the Boards of Commissioners and City Councils. Alternates act with the full authority in the absence of the regular member. Alternates must also be duly elected representatives of the Member Unit of Government they represent. Board members and alternates may be removed by the Member Unit of Government that appointed them.

Chapter VI.

Duties and Responsibilities of the Local Elected Officials Board
The LEO Board shall have a Chair and Vice Chair who are authorized to sign documents on behalf of the Board.

LEO meetings shall be chaired by the Chairperson or Vice-Chairperson. The Chairpersons of the Workforce Development Board (WDB) and LEO will alternate chairing joint meetings.

A quorum of the Board shall be five (5) members.

Specific Responsibilities include:

1. To determine the number and appoint members of the local Workforce Development Board (WDB) that meets the requirements of federal legislation and State of Michigan requirements in accordance with Michigan Department of Career Development/Office of Workforce Development Policy Issuances (currently PI 98-47). The WDB shall work in partnership with the LEO Board.

Members will be selected from those recommended by appropriate private and public sector entities for vacant positions. The WDB shall operate under their own By-Laws and elect their own officers, the Chair and Vice Chair being from the Private Sector.

2. The LEO, in partnership with the WDB, is responsible to jointly select a Grant Recipient and Grant Administrator for Workforce Development and Employment and Training related funding and to determine procedures and the review and approval of Job Training Plans, agreements, modifications, and revisions, along with reports covering program activities.

Michigan Works! West Central is selected and designated as the Grant Recipient/Grant Administrator.

The LEO shall appoint LEO members of a joint WDB/LEO personnel committee, which shall advise on personnel issues and make recommendations to the full WDB/LEO on such matters as salaries and other compensation of employees.
The LEO, in consultation with the WDB, shall hire an Executive Director for Michigan Works! West Central and may select its other primary staff. The LEO, in consultation with the joint personnel committee, and the WDB may delegate the selection of other primary staff to the Executive Director. Primary staff are those responsible for facilitating major responsibilities for the Board. These responsibilities are usually considered to be administrative, planning, fiscal and oversight.

3. The LEO, in partnership with the WDB, is responsible for the provision of policy guidance and exercise of oversight responsibilities for activities operated under various job training plans, contracts and agreements. The LEO and WDB then work with the Administrative Entity, Michigan Works! West Central, providing guidance, oversight, and approval of the following items:

◊ Selecting Service Providers for major activities funded by the Boards.

◊ To be involved in partnership with the WDB in the development and implementation, in cooperation with appropriate public agencies, an employer based job market information system that identifies and documents occupational demand and assures that skill training is appropriate to the needs of area employers.

◊ To work with the WDB in cooperation with local communities, to assist and support local economic development activity by developing and implementing training programs and support services that will meet the human resource development needs of current and future employers.

◊ To work with the WDB to develop and implement a process for assessing the human resource development needs of business and industry. To work in cooperation with area employers and associated business organizations to design programs and services that will efficiently and effectively serve area employers.

◊ To solicit and receive grants, contributions, and other property, to enter into contracts, to engage needed personnel and services, and to transfer, hold and invest such real property as may be required to carry out the purposes of the Board.

◊ To work with the WDB under federal and state policy and guidance to develop an integrated service delivery system that will coordinate, and integrate employment, training and business related services and activities.

Chapter VII.

Amendment Procedures
This Agreement and Charter may be amended only by the mutual written agreement of the Member Units of Government and approved by the Governor as required by 1967 PA 7, as amended.
Chapter VIII.

Duration
This Agreement and Charter shall take effect following approval of the Boards of Commissioners of Lake, Mason, Mecosta, Newaygo, and Osceola and the City Councils of Big Rapids and Ludington, and approval by the Governor of Michigan as required by 1967 PA 7, as amended, being MCL 124.501 et seq.

The Agreement and Charter remain in effect until replaced or no longer required.

Chapter IX.

Severability of Provisions
If any part of this Agreement and Charter is or at any time becomes invalid, unconstitutional or beyond the authority of the Board of Commissioners or City Councils of the Member Units of Government to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement and Charter which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or non-enforcement of this Agreement and Charter, this Agreement and Charter shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the Boards of Commissioners and City Councils of the Member Units of Government.
Chapter X.

Signatures/Resolutions
IN WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Local Elected Officials of the Governmental Units party hereto, have executed this Charter and Agreement.

For Lake County
Board of Commissioners, Chairperson

Charles F. Young
Typed/Printed Name

Signature

Date 6/14/00
Chapter X.

Signatures/Resolutions
IN WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Local Elected Officials of the Governmental Units party hereto, have executed this Charter and Agreement.

For Mason County
Board of Commissioners, Chairperson

Ronald E. Sanders
Typed/Printed Name

Signature

June 13, 2000
Date
Chapter X.

Signatures/Resolutions
IN WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Local Elected Officials of the Governmental Units party hereto, have executed this Charter and Agreement.

For Mecosta County
Board of Commissioners, Chairperson

Charles Luteran
Typed/Printed Name

Signature

Date

June 15, 2000
Chapter X.

Signatures/Resolutions
IN WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Local Elected Officials of the Governmental Units party hereto, have executed this Charter and Agreement.

For Newaygo County
Board of Commissioners, Chairperson

Stanley DeKuiper
Typed/Printed Name

\[Signature\] \[June 28, 2000\]
Chapter X.

Signatures/Resolutions
IN WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Local Elected Officials of the Governmental Units party hereto, have executed this Charter and Agreement.

For Osceola County
Board of Commissioners, Chairperson

Donna Denslow, Chairman

Typed/Printed Name

Signature

Date

June 13, 2000
Chapter X.

Signatures/Resolutions
IN WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Local Elected Officials of the Governmental Units party hereto, have executed this Charter and Agreement.

For City of Big Rapids
City Commission, Mayor

Edward S. Burch
Typed/Printed Name

[Signature]

June 19, 2000
Date
Chapter X.

Signatures/Resolutions
IN WITNESS THEREOF, and pursuant to authority granted in the enabling resolutions attached hereto, the Local Elected Officials of the Governmental Units party hereto, have executed this Charter and Agreement.

For City of Ludington
City Council, Manager

[Signature]
Typed/Printed Name

Date

For City of Ludington
City Council, City Clerk

[Signature]
Typed/Printed Name

Date
RESOLUTION

Michigan Works! West Central Charter Agreement

WHEREAS, Michigan Public Act 7 of 1967, Michigan Compiled Laws 124.501 et.seq., hereinafter referred to as “P.A. 7,” provides for the transfer of functions and responsibilities of two or more political subdivisions to one another or any combination thereof; and

WHEREAS, The counties of Lake, Mason, Mecosta, Newaygo, Osceola and the cities of Big Rapids and Ludington have mutually consented to the establishment of the Michigan Works! West Central Consortium under P.A. 7 pursuant to an Interlocal Agreement; and

WHEREAS, The activities and purposes of Michigan Works! West Central have changed in accordance with changes in and from its funding sources since the adoption of the initial agreement and modifications; and

WHEREAS, The attached Agreement reflects the changes in the activities and purposes of Michigan Works! West Central in accordance with the changes in and from its funding sources;

THEREFORE BE IT RESOLVED, that _______ Lake _______ x City/County agrees to the attached Agreement of Michigan Works! West Central Consortium.

This Resolution shall have immediate effect.

CERTIFICATION

I certify that this resolution was passed by the Board of Commissioners/City Council of _______ Lake County _______ in the State of Michigan at an open meeting.

By: __________________________

Shelly Myers

County Clerk for the City/County of _______ Lake _______

Date: 6/14/00

Page 13 of 19
APPROVAL OF MICHIGAN WORKS! WEST CENTRAL CHARTER AGREEMENT

WHEREAS, Michigan Public Act 7 of 1967, Michigan Compiled Laws 124.501 et.seq., hereinafter referred to as "P.A. 7," provides for the transfer of functions and responsibilities of two or more political subdivisions to one another or, any combination thereof; and

WHEREAS, The counties of Lake, Mason, Mecosta, Newaygo, Osceola and the cities of Big Rapids and Ludington have mutually consented to the establishment of the Michigan Works! West Central Consortium under P.A. 7 pursuant to an Interlocal Agreement; and

WHEREAS, The activities and purposes of Michigan Works! West Central have changed in accordance with changes in and from its funding sources since the adoption of the initial agreement and modifications; and

WHEREAS, The attached Agreement reflects the changes in the activities and purposes of Michigan Works! West Central in accordance with the changes in and from its funding sources.

THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Mason agrees to the attached Agreement of Michigan Works! West Central Consortium.

Moved for your approval.
RESOLUTION #00-13

Michigan Works! West Central Charter Agreement

WHEREAS, Michigan Public Act 7 of 1967, Michigan Compiled Laws 124.501 et.seq., hereinafter referred to as "P.A. 7," provides for the transfer of functions and responsibilities of two or more political subdivisions to one another or any combination thereof; and

WHEREAS, The counties of Lake, Mason, Mecosta, Neshannock, Osceola and the cities of Big Rapids and Ludington have mutually consented to the establishment of the Michigan Works! West Central Consortium under P.A. 7 pursuant to an Interlocal Agreement; and

WHEREAS, The activities and purposes of Michigan Works! West Central have changed in accordance with changes in and from its funding sources since the adoption of the initial agreement and modifications; and

WHEREAS, The attached Agreement reflects the changes in the activities and purposes of Michigan Works! West Central in accordance with the changes in and from its funding sources;

THEREFORE BE IT RESOLVED, that _______Mecosta_______ city/county agrees to the attached Agreement of Michigan Works! West Central Consortium.

This Resolution shall have immediate effect.

CERTIFICATION

I certify that this resolution was passed by the Board of Commissioners/City Council of _______Mecosta County_______ in the State of Michigan at an open meeting.

By: _______Ruth L. Hess, Mecosta County Clerk_______

City/County Clerk for the City/County of _______Mecosta_______

Date: _______June 16, 2000_______

Page 15 of 19
At a regular session of the said Board, held in the City of White Cloud, in said County, on the 21st day of June, 2000, the following Resolution was adopted:

RESOLUTION # 06-010-00

WHEREAS, Michigan Public Act 7 of 1967, Michigan Compiled Laws 124.501 et.seq., hereinafter referred to as "P.A. 7," provides for the transfer of functions and responsibilities of two or more political subdivisions to one another or any combination thereof; and

WHEREAS, the counties of Lake, Mason, Mecosta, Newaygo, Osceola and the cities of Big Rapids and Ludington have mutually consented to the establishment of the Michigan Works! West Central Consortium under P.A. 7 pursuant to an Interlocal Agreement; and

WHEREAS, the activities and purposes of Michigan Works! West Central have changed in accordance with changes in and from its funding sources since the adoption of the initial agreement and modifications; and

WHEREAS, the attached Agreement reflects the changes in the activities and purposes of Michigan Works! West Central in accordance with the changes in and from its funding sources.

NOW, THEREFORE, BE IT RESOLVED, that NEWAYGO COUNTY agrees to the attached Agreement of Michigan Works! West Central Consortium.

Motion by: Purcell Seconded by: Balberde to adopt the foregoing Resolution.
The Ayes being: Purcell, Balberde, DeKuiper, Kirk, Hallmeyer, Deschaine, Hansen.
Nays: 0 Absent: 0

The Resolution was adopted.
June 21, 2000

Stanley DeKuiper, Chairman
Newaygo County Board of Commissioners

STATE OF MICHIGAN )
ss
COUNTY OF NEWAYGO )

I, Laurel J. Breuker, County Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by the Newaygo County Board of Commissioners at a regular session held on the 21st day of June, 2000.

Laurel J. Breuker, Newaygo County Clerk
RESOLUTION NO 00 - 0020

Michigan Works! West Central Charter Agreement

WHEREAS, Michigan Public Act of 1967, Michigan compiled Laws 124.501 et.seq., hereinafter referred to as "P.A. 7," provides for the transfer of functions and responsibilities of two or more political subdivisions to one another or any combination thereof; and

WHEREAS, The counties of Lake, Mason, Mecosta, Newaygo, Osceola and the cities of Big Rapids and Ludington have mutually consented to the establishment of the Michigan Works! West Central Consortium under P.A. 7 pursuant to an Interlocal Agreement; and

WHEREAS, The activities and purposes of Michigan Works! West Central have changed in accordance with changes in and from its funding sources since the adoption of the initial agreement and modifications; and

WHEREAS, The attached Agreement reflects the changes in the activities and purposes of Michigan Works! West Central in accordance with the changes in and from its funding sources;

THEREFORE BE IT RESOLVED, that Osceola County agrees to the attached Agreement of Michigan Works! West Central Consortium.

This Resolution shall have immediate effect.

CERTIFICATION

A Certified copy of the original on file in the Clerk's Office
Witness my hand and the official seal this 26th day of June 2000.

By: Karen J. Bluhm, County Clerk
RESOLUTION NO. 00-92

Commissioner __Russell____ moved, seconded by Commissioner __Kienitz____, the adoption of the following:

RESOLUTION APPROVING UP-DATED MICHIGAN WORKS! WEST CENTRAL CHARTER AGREEMENT

WHEREAS, Michigan Public Act 7 of 1967, Michigan Complied Laws 124.501 et. Seq., hereinafter referred to as "P.A. 7", provides for the transfer of functions and responsibilities of two or more political subdivisions to one another or any combination thereof; and

WHEREAS, The counties of Lake, Mason, Mecosta, Newaygo, and Osceola and the cities of Big Rapids and Ludington have mutually consented to the establishment of the Michigan Works! West Central Consortium under P.A. 7 pursuant to an Interlocal Agreement; and

WHEREAS, The activities and purposes of Michigan Works! West Central have changed in accordance with changes in and from its funding sources since the adoption of the initial agreement and modifications; and

WHEREAS, The attached Agreement reflects the changes in the activities and purposes of Michigan Works! West Central in accordance with the changes in and from its funding sources;

THEREFORE, BE IT RESOLVED, that the City of Big Rapids agrees to the attached Agreement of Michigan Works! West Central Consortium.

BE IT FURTHER RESOLVED, this resolution shall have immediate effect.

Yeas: Kienitz, Rothstein, Russell, Burch

Nays: None

The Mayor declared the resolution ______adopted______.

Dated: June 19, 2000

I certify that this resolution was passed by the City Commission of the City of Big Rapids in the State of Michigan at an open meeting.

[Signature]
Roberta R. Cline, City Clerk
Dated: June 20, 2000
RESOLUTION

Michigan Works! West Central Charter Agreement

WHEREAS, Michigan Public Act 7 of 1967, Michigan Compiled Laws 124.501 et.seq., hereinafter referred to as “P.A. 7,” provides for the transfer of functions and responsibilities of two or more political subdivisions to one another or any combination thereof; and

WHEREAS, The counties of Lake, Mason, Mecosta, Newaygo, Osceola and the cities of Big Rapids and Ludington have mutually consented to the establishment of the Michigan Works! West Central Consortium under P.A. 7 pursuant to an Interlocal Agreement; and

WHEREAS, The activities and purposes of Michigan Works! West Central have changed in accordance with changes in and from its funding sources since the adoption of the initial agreement and modifications; and

WHEREAS, The attached Agreement reflects the changes in the activities and purposes of Michigan Works! West Central in accordance with the changes in and from its funding sources;

THEREFORE BE IT RESOLVED, that Ludington city/county agrees to the attached Agreement of Michigan Works! West Central Consortium.

This Resolution shall have immediate effect.

CERTIFICATION

I certify that this resolution was passed by the Board of Commissioners/City Council of Ludington in the State of Michigan at an open meeting.

By: Jerry Pelason Kaft

City/County Clerk for the City/County of Ludington

Date: 6/27/00
Honorable John M. Engler  
Governor, State of Michigan  
The Capitol  
Lansing, Michigan 48909  

Attention: Lucille S. Taylor  
Legal Counsel to the Governor  

Dear Governor Engler:  

Re: Interlocal Agreement establishing Michigan Works! West Central serving the Counties of Mason, Lake, Osceola, Newaygo and Mecosta  

We have reviewed the agreement in light of the Urban Cooperation Act, 1967 (Ex Sess) PA 7, MCL 124.501 et seq; MSA 5.4088(1) et seq (UCA), and the Workforce Investment Act of 1998, 29 USC 2801 et seq, and other applicable law, and we recommend your approval of the agreement.  

Very truly yours,  

George M. Elworth  
Assistant in Charge  
Freedom of Information and Municipal Affairs Division  
Tel No: (517) 373-9100  
Fax No: (517) 241-3097  

GME/eb  
Enc.  

c: Paul J. Griffith  
Robert E. Pendeleton  
Thomas F. Schimpf
Mr. Robert T. Pendleton, Deputy Director
Workforce Programs
Michigan Dept. of Career Development
201 N. Washington Square
Victor Office Center, 5th Floor
Lansing, Michigan 48913

Dear Mr. Pendleton:

Re: Interlocal Agreement - Establishing the Michigan Works! West Central serving the counties of Mason, Lake, Osceola, Newaygo and Mecosta

In response to the July 12, 2000 letter from the Attorney General's Office, notice is hereby given of my approval of the above captioned interlocal agreement to establish the Michigan Works! West Central.

Sincerely,

[Signature]
John Engler
Governor

JE/ca
c: Attorney General
July 21, 2000

Mr. Paul Griffith, Director
Michigan Works! West Central
110 Elm Street
Bid Rapids, Michigan 49307

Dear Mr. Griffith:

Please find enclosed with this letter, a copy of correspondence from Governor Engler to Robert T. Pendleton, Deputy Director, Workforce Programs, approving your interlocal governmental agreement developed in accordance with the Urban Cooperation Act of 1967 (P.A.7). This agreement satisfies the requirements of the Workforce Investment Act of 1998, for a document which may be executed to specify the respective roles of chief elected officials in areas comprised of multiple units of local government. Further action by your Michigan Works! Agency is not required.

Please contact Tom Kirksey, Director, Workforce Training Division, at (517) 335-5878, with any questions.

Sincerely,

Tom Kirksey
Vicki Enright, Director
Office of Workforce Development

VE/GMC/mc
Enclosure