

# Shiawassee County

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**Margaret A. McAvoy**  
County Administrator

June 4, 2010

Jim Radabaugh, Section Manager  
Recreation & Trails Section  
Michigan Department of Natural Resources & Environment  
Stevens T. Mason Building  
P.O. Box 30452  
Lansing, MI. 48909

Dear Mr. Radabaugh:

Enclosed please find an original Interlocal Agreement between the County of Ionia and the County of Shiawassee establishing the "Mid-West Michigan Trail Authority" for the records of the State of Michigan. Thank you for your leadership and support during the process of establishing an Authority. We look forward to working with you and the Department of Natural Resources & Environment during the development of the Clinton-Ionia-Shiawassee Trail.

Please do not hesitate to contact me with any questions or concerns. Again, thank you for all of your assistance on this project.

Sincerely,

Margaret McAvoy  
County Administrator

Enclosure

**RECEIVED**

**JUN 07 2010**

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## INTERLOCAL AGREEMENT

THIS AGREEMENT is made 13<sup>th</sup> day of May, 2010, by and between the County of Ionia, of 100 Main Street, Ionia, Michigan 48846, and the County of Shiawassee, of 208 N. Shiawassee, Corunna, Michigan 48817 (hereafter collectively, "the Counties"):

WHEREAS, the Counties desire to work cooperatively for the purpose of establishing and providing a separate legal entity to be known as the "**Mid-West Michigan Trail Authority**" for the purpose of entering into a lease agreement with the State of Michigan for the operation, maintenance, improvement and development of a Michigan trail way known as the Clinton-Ionia-Shiawassee Trail ("CIS Trail") for the use and enjoyment of the residents and visitors of the Counties; and

WHEREAS, the Board of Commissioners of each of the Counties have determined that it would be in the best interests of the Counties to lease, operate, maintain, improve and develop the CIS Trail jointly; and

WHEREAS, the Urban Cooperation Act, Act 7 of 1967, First Extra Session ("Act 7"), MCL 124.501 *et seq.*, authorizes the Counties to agree to form a separate legal entity; and

WHEREAS, Part 721 of the Natural Resources and Environmental Protection Act, Act 451 of 1994 ("Part 721"), MCL 324.72101 *et seq.*, authorizes the Counties to form a separate legal entity under Act 7 for the development and management of a Michigan trail way; and

WHEREAS, it is the desire of the Counties to establish a separate legal entity and governing board under Act 7 and Part 721 to lease, operate, manage, maintain, improve and develop the CIS Trail, which entity shall have the authority and responsibilities as set forth in this Agreement.

IN CONSIDERATION OF THE FOREGOING, the County of Ionia and the County of Shiawassee agree as follows:

### ARTICLE I ESTABLISHMENT

Pursuant to Act 7 and Part 721, there is hereby established a separate legal entity known as the **Mid-West Michigan Trail Authority** (hereafter, "the Authority").

The Authority shall have the authority to sue and be sued in any court of this state. It shall include all territory embraced within its constituent counties and leaseholds. It shall possess, in addition to the authority expressly granted by this Agreement, all authority granted by statutes, including those authorities which are permissive, in addition to all authority necessary to carry out the purposes of this Agreement and those incident thereto. The enumeration of any authority granted herein shall not be construed as a limitation on its authority, unless the context clearly indicates otherwise.

ARTICLE II  
CONSTITUENT COUNTIES

The local governmental units included in the Authority (referred to herein as the “Constituent Counties”) are the County of Ionia, Michigan, and the County of Shiawassee, Michigan.

Additional counties and/or other local units of government may become a part of the Authority upon approval of the governing bodies of each of the Constituent Counties and upon amendment of this Agreement to reflect the role, duties and responsibilities of the additional counties and/or local units of government so added to the Authority.

ARTICLE III  
PURPOSES AND POWERS

The purpose of the Authority shall be to lease, operate, manage, maintain, improve and develop the CIS Trail, as well as connecting, contiguous and intersecting trails and/or other trails within the boundaries of the Constituent Counties in the best interest of the Counties, within the budgetary and personnel resources available to the Authority, and in a manner that provides a safe and effective trail system and recreational area.

In furtherance of this purpose, the Authority may do any or all of the following:

- Enter into a lease with the State of Michigan for the lease, operation, management, maintenance, improvement and development of the trails owned by the State.
- Contract with a governmental entity, a profit or non-profit cooperation, a partnership, a limited liability company or a private individual for goods or services necessary or incidental to the lease, operation, maintenance, improvement and development of the CIS Trail and/or any other trails administered by the Authority.
- Establish, facilitate and collaborate with the State of Michigan on trail design and material specifications to bring about trail development that is consistent across County lines and meets State of Michigan standards for State owned trails.
- Establish, facilitate and collaborate with the State of Michigan on trail rules and regulations.
- Oversee the design, production and distribution of marketing materials for trail use.
- Work with “Friends” groups to seek advice and counsel on design, rules, regulations and marketing materials.

- Work with “Friends” groups and other volunteers to assist with trail maintenance and operational tasks.
- Study and adopt short-term and long-range plans for trail development and trail improvement.
- Approve the proposed annual operating budget and the proposed capital expenditure budget, and authorize expenditures from the approved annual budgets.
- Hire, supervise, assign, discipline, fire, and determine compensation for employees of the Authority.
- Ensure that adequate insurance is provided to protect itself, the Constituent Counties and their officers, employees and agents from loss by way of damage to trail area property, and from claims by third parties, and provide workers compensation or similar coverage as provided by law.
- Accept gifts, grants, assistance funds, bequests or donations for trail project purposes and make appropriate agreements with such donors or grantors pertaining to conditions of use of the funds, provided such conditions are consistent and not in conflict with State of Michigan policies as they may pertain to State owned trails.
- Other activities not specifically authorized herein, but necessary, helpful or incidental to the authority granted herein.

ARTICLE IV  
TERM

This Agreement shall have an initial term of twenty years, subject to withdrawal and termination as provided in Article VIII.

Upon the expiration of twenty years, the Constituent Counties shall review the terms of this Agreement to evaluate and determine whether any changes are necessary or advisable and, if so, shall execute a new agreement incorporating such changes, provided that each Constituent County determines that it is in its best interest to continue participation in the Authority. This Agreement shall not be automatically renewed.

ARTICLE V  
AUTHORITY BOARD

Section A. Governing Body

The governing body of the Authority shall be known as the “**Mid-West Michigan Trail Authority Board**” (hereafter, “the Board” or “the Authority Board”), which is hereby vested with the management of the Authority’s business and affairs.

Section B. Board Members

- The Board shall consist of seven (7) members, comprised of the following:
- Two members of the Ionia County Board of Commissioners appointed by a majority vote of the members of the Ionia County Board of Commissioners, elected and appointed.
- Two members of the Shiawassee County Board of Commissioners appointed by majority vote of the members of the Shiawassee County Board of Commissioners, elected and appointed.
- One resident of Ionia County appointed by majority vote of the Ionia County Board of Commissioners, elected and appointed.
- One resident of Shiawassee County appointed by the Shiawassee County Board of Commissioners, elected and appointed.
- One member appointed jointly by the Ionia County Board of Commissioners and the Shiawassee County Board of Commissioners, elected and appointed.

Section C. Alternate Board Members

A Constituent County may appoint an alternate member(s) who may sit on the Board in the absence of a regular member appointed by the Constituent County. Such alternate shall have all the powers and duties of a regular member while the regular member is absent.

Section D. Term of Office

The term of office of the members of the Board shall be for three years; provided, however, the term of a member appointed by virtue of membership on the governing body of a Constituent County shall terminate if that member resigns or otherwise ceases to be a member of the governing body.

The Constituent Counties may agree to vary the terms of initial appointments so as to stagger the terms of the appointed resident members.

If a County Board member who is serving on the Authority Board ceases to hold his or her office on the County Board that seat on the Authority Board shall immediately become vacant and the governing body of the respective Constituent County shall appoint a replacement member who shall serve for the remainder of the term of that seat on the Authority Board.

Section E. Removal of Board Members

Notwithstanding the foregoing, any member may be removed from office at will by the Constituent County that appointed the member, without cause or prior notice; provided, however, as to the member jointly appointed, the affirmative vote for removal by the governing body of any of the Constituent Counties shall be sufficient to cause the termination of that member, also without cause or prior notice. If a member is removed from office by a Constituent County, that Constituent County shall promptly notify the remaining Constituent Counties of the removal.

Section F. Compensation

Members of the Board shall serve without compensation from the Authority unless the Authority includes compensation in the form of per diems in its annual budget. Members of the Board may be entitled to reimbursement from the Authority for actual and necessary expenses including mileage reimbursement incurred in the performance of duties as a member of the Board but only in the event the Authority budgets for expense reimbursement including mileage reimbursement in its annual budget.

Section G. Officers

1. The Board shall elect from its membership a Chairperson, Vice Chairperson, Secretary, Treasurer, and such other officers as it may deem appropriate, who shall serve terms of one (1) year commencing January 1<sup>st</sup>, except for the officers first elected who shall serve that fraction of the calendar year between Board selection and December 31<sup>st</sup>.
2. Officers shall serve at the pleasure of the Board and may be removed by resolution at any time.
3. Vacancies in any office shall be filled by Board election within sixty (60) days of the vacancy, for the remainder of the unexpired term. In the event of a vacancy in the Office of Chairperson, the Vice Chairperson shall perform all duties of the Office of Chairperson until a successor is elected.

4. The Chairperson shall preside at all meetings of the Board and shall have all the privileges and duties of a Board member. The Vice Chairperson shall preside at all meetings of the Board at which the Chairperson is absent. The Secretary shall keep or cause to be made all non-financial reports, records and minutes required by this agreement or applicable law, and shall be charged with assuring compliance with the Michigan Open Meetings Act and the Michigan Freedom of Information Act. The Treasurer shall have custody of all Board funds which shall be deposited, invested, and/or disbursed by the Treasurer as directed by the Board. The Treasurer shall be charged with assuring complete financial records and reports as required by this agreement or applicable law or contract provisions.

## ARTICLE VI MEETINGS

### Section A. Compliance

The Authority shall comply with the Michigan Open Meetings Act and the Michigan Freedom of Information Act

### Section B. Schedule/Call Of Meetings

1. Regular Meetings. The Board shall meet at least quarterly and shall annually establish a regular meeting schedule which shall be posted at the offices of the Constituent County governing bodies in similar form and within similar times as required by law for governmental meeting schedules.
2. Special Meetings. Special meetings of the Board may be called by the Chairperson, or by the Vice Chairperson, or by the written request of a minimum of three (3) Board members.

### Section C. Notice

1. Regular Meetings. Each Board member shall receive seven (7) calendar days written notice of all regular meetings.
2. Special Meetings. Each Board member shall receive three (3) calendar days written notice of all special meetings.
3. OMA Compliance. All notices of meetings shall also be posted as required by the Michigan Open Meetings Act.

Section D. Voting

A majority vote of the Board shall be necessary to take any official action at a regular or special meeting, provided that only those items on the agenda may be acted upon, and provided that only bills which represent budgeted expenses may be approved. A majority of the Board, appointed and serving, shall constitute a quorum in such cases.

Bills which represent expenses not previously included in the budget may only be approved by a quorum including at least one member of each Constituent County.

Section E. Minutes

Complete written minutes of all Board meetings shall be kept in compliance with applicable provisions of the Michigan Open Meetings Act. Copies of minutes shall be prepared within the time period established by the Open Meetings Act and sent to all Board members and the chairpersons of Constituent County governing bodies as soon as reasonably possible following their preparation.

Section F. Rules

Roberts Rules of Order, as last revised, when not in conflict with this Agreement or written standing rules of the Board as adopted, shall serve as the parliamentary authority for all Board meetings.

ARTICLE VII  
FINANCES

Section A. Fiscal Year

The fiscal year of the Authority shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

Section B. Operational and Project Budget

1. The Authority shall each year develop an operational budget which shall be limited to meeting, postage, document or accounting and other similar basic costs, and per diem and mileage reimbursement to the extent the Authority budgets and approves such expenditures. This budget shall include personnel, engineering, legal, land lease, or any development or maintenance costs incurred or to be incurred by the Authority.
2. The Authority shall submit its proposed annual budget to the Constituent Counties a minimum of sixty (60) calendar days prior to the beginning of the Authority's fiscal year for their respective review and comment prior to final approval by the Authority.



3. There shall be no obligation by the Constituent members to appropriate funds for the operation of the Authority. A Constituent County and/or other municipal member may allocate funds to the Authority on a solely discretionary basis.

Section C. Financial Audits/Reports

The Treasurer shall make or cause to be made a full and complete financial report to Constituent Counties of all the Authority's financial transactions and affairs at the end of each fiscal year. The report may include a complete audit by a certified public accountant approved by the Constituent Counties. State and federal audit requirements shall be fully met as applicable. Constituent Counties shall have the right, at their expense, to conduct such additional audits as they deem necessary or appropriate.

Section D. Liability Coverage

The Authority shall purchase public liability insurance covering any cause of action, claim, damage, accident, injury or liability that may arise as a result of the lease, operation, management, maintenance, improvement or development of the land, public trails, access sites or other facilities of the Authority. The Authority in purchasing such insurance shall name the State of Michigan and the Constituent Counties as additionally named insureds.

Section E. Reports

The Authority shall, at least annually, make a full and complete report of all of its activities to the governing bodies of all Constituent Counties.

Section F. Limitations

The Authority shall have no power or authority to:

1. Levy any tax in its own name or issue any bonds in its own name.
2. Indebt any of the Constituent Counties in any way.
3. Condemn any land for any purpose.
4. Waive any payments due the Constituent Counties from the State as payments in lieu of taxes.

ARTICLE VIII  
TERMINATION/DISSOLUTION

Section A.     Constituent County Termination

A Constituent County may terminate its membership in the Authority by either:

(1) Ninety (90) days written notice to the Authority, which termination shall be effective only upon the lapse of the ninety (90) days. A Constituent County terminating its membership under Subsection (1) shall remain liable for all obligations incurred by it pursuant to this Agreement and prior to its actual termination; or

(2) Sixty (60) days written notice to the Authority, which termination shall be effective only upon the lapse of the sixty (60) days. The use of sixty (60) days written notice of termination must follow the County's dissatisfaction with the Authority's submission of a budget for a new fiscal year. A Constituent County terminating its membership under Subsection (2) shall remain liable for all obligations incurred by it pursuant to this Agreement and prior to actual termination, but shall not be liable for financial obligations established by the Authority's new fiscal year budget request triggering the Constituent County's termination.

Section B.     Real Property

If a Constituent County and/or other municipal member terminates its membership, all Authority land, leaseholds and improvements within the jurisdiction of the terminating member shall remain property of the Authority.

Section C.     Authority Dissolution

If all or all but one of the Constituent Counties terminate their membership, the Authority shall be considered dissolved.

1.     Upon dissolution, the trail ways property and any improvements thereon located within the boundaries of each former Constituent County shall revert to control of the land owner or Lessor, upon such terms and conditions as are to be agreed upon by the Authority and land owner or Lessor.

ARTICLE IX  
AMENDMENTS

This Agreement may be amended in whole or in any part by the written agreement of the governing bodies of all Constituent Counties.

ARTICLE X  
APPLICABLE LAWS

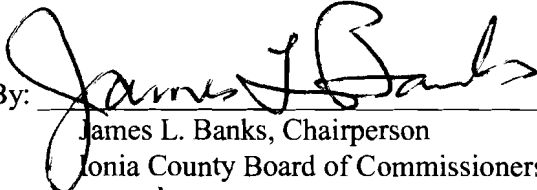
The Authority shall in all activities fully comply with applicable local, state and federal laws and regulations, and with applicable grant conditions or contract provisions.

ARTICLE XI  
EFFECTIVE DATE

This Agreement shall be in full force and effect and the Authority shall be considered in effect as an operating public body corporate as provided in Article I above, on the date this Agreement is signed and approved by authorized representatives of each Constituent County.

IN WITNESS WHEREOF, the authorized representatives of the Constituent Counties have signed this agreement on the dates indicated below.

DATE: 5-25-10

By:   
James L. Banks, Chairperson  
Lonia County Board of Commissioners

DATE: 05-13-10

By:   
Henrietta Sparkes, Chairperson  
Shiawassee County Board of Commissioners