

SOUTHWEST MICHIGAN SOLID WASTE CONSORTIUM
INTERLOCAL AGREEMENT

I. Preamble

We the representatives of Member Counties, their local governments and public institutions hereby join together in a voluntary organization to be known as the Southwest Michigan Solid Waste Consortium (the Consortium), for the purpose of formalizing and coordinating the effort begun by the Southwest Michigan Solid Waste Committee to resolve problems and negotiate agreements, policies and plans in the areas of solid waste and recycling. The Consortium is a public body, subject to provisions of the Open Meetings Act. **This action is being conducted under the authorization of Michigan's Urban Cooperation Act (Act 7 of the Extra Session of 1967).**

II. Nature, Purpose and Goals of the Agreement

The need for a Consortium exists due to the problems of limits on available landfill capacity, increased disposal costs and the importance of recycling throughout the region. The purpose of the Consortium is to create a formal organizational structure to resolve problems and propose policies and plans in the areas of solid waste and recycling. The goals of the Consortium include cooperative efforts on solid waste, recycling and utilization of recycled products as follows:

1. To foster, develop, and review proposed policies, plans and priorities.
2. To provide continuing organizational machinery to ensure effective communication and coordination among governments, agencies, and public institutions.
3. To facilitate agreements and cooperative action proposals among Member Governments and public institutions for specific projects or other related needs.
4. To serve as a vehicle for the collection and exchange of information of interest to Members.
5. To maintain a liaison with Member Counties, other governmental units, agencies and public institutions, and to serve as spokesperson for Member Counties, and local governments and public institutions.
6. To furnish general and technical aid to Member Counties for the promotion and accomplishment of Consortium approved goals, policies and plans, when approved by participating members.

III. Definitions

1. Member or Member County – Any county which has voted to join the Consortium, has met the eligibility and admission requirements set forth in

Section IV, Parts 1 and 2 below, and has contributed its share of funds to the Southwest Michigan Consortium Fund. Upon withdrawal, as provided for in Section IV, Part 4 below, a county shall cease to be a Member or Member County.

2. General Membership – The primary policy body composed of two (2) representatives appointed by, and serving at the pleasure of, each Member County. The representatives may be members of or appointees of the County Commission and will serve for one (1) year term, with appointments made in February of each calendar year. Each representative has one vote.
3. Officers – The following officers of the Consortium shall be elected to one (1) year terms, beginning in February of each calendar year, by the general membership. No more than one officer shall be from any one Member County.
 - a. A Chair, who shall preside at meetings of the Consortium; see that all the rules and policies of the Consortium are understood and observed; appoint any ad hoc committees as approved by the General Membership; and act as spokesperson for the Consortium.
 - b. A Vice Chair, who shall preside in the absence of the Chair and carry out definite assignments of the Chair in conjunction with other officers and committee members; assist the Chair in the Chair’s duties and sometimes serve as a member ex officio of standing or ad hoc committees.
 - c. A Secretary/Treasurer, who shall be responsible for the recording and maintenance of minutes for all Consortium meetings; forwarding minutes, notices and communications to committee members; reviewing correspondence and other communications and consulting with appropriate parties to facilitate actions as needed; maintaining all Consortium documents and financial records; receiving and dispensing Consortium funds as approved by the General Membership; assisting with preparation of an annual budget and financial statement.

Upon approval by two-thirds (2/3) of the General Membership, a staff person may be employed to assume these responsibilities, contingent upon the availability of funds in the Consortium’s approved budget.

4. Advisory Committee – A committee consisting of one representative of each Member County who shall advise the Consortium and facilitate progress on the projects of the Consortium.

IV. Conditions of Membership

1. Eligibility: Membership in the Consortium shall be limited to these counties in the southwest portion of Lower Michigan: Allegan, Barry, Berrien, Branch,

Calhoun, Cass, Kalamazoo, St. Joseph and Van Buren. Any expansion in membership shall be subject to approval by a two-thirds (2/3's) vote of the current Member Counties.

2. Admission: Counties that wish to become Members of the Consortium shall do the following,
 - a. By Resolution, the applicant's governing body must formally adopt the Interlocal Agreement of the Consortium, agree to pay its designated share of the Consortium Fund, and forward a certified copy of said formal adoption and agreement to the Secretary/Treasurer of the Consortium prior to being seated in the Consortium.
 - b. Counties that have not participated previously may join the Consortium upon meeting the above requirements and agreeing to provide solid waste analysis and background data for any Service Program in which they choose to be included.
 - c. The initial contribution for any new county joining the consortium is \$1,000.00. The membership fee will be paid in lieu of dues for the calendar year during which the new Member County joins. The Contribution shall be sent to the Secretary/Treasurer of the Consortium along with the copy of the adopted interlocal agreement.
3. Representation: Shall be as described above under Definitions. Each of the Members must formally submit to the Secretary of the Consortium, in writing, the names of the persons designated to be responsible for casting its votes prior to those persons being able to vote on behalf of the Members.
4. Withdrawal. A Member may withdraw from such membership when its governing body signifies its intention to withdraw by Resolution. This action shall be forwarded in writing to the Secretary/Treasurer of the Consortium. A sixty (60) day notice of action shall be required. Withdrawal by a Member from the Southwest Michigan Consortium shall in no way serve to void or lessen any legal or financial obligation incurred by that Member of the Consortium while it was a Member.
5. Dissolution. Any Member County can initiate a proposal to dissolve the Consortium by submitting an appropriate resolution to the governing bodies of all Member Counties. The Consortium will be dissolved if such a resolution is approved by two-thirds (2/3) of the Member Counties. In the event of the Consortium's dissolution all remaining Consortium funds will be divided equally among the Member Counties as of the date of dissolution.
6. Annual Dues. In February of each calendar year, Member Counties will pay annual dues in the amount of \$500.00 per county. Dues may be waived by a vote

of the General Membership if an August budget review indicates no need for additional funds.

V. **Policy Bodies**

The Consortium shall have two (2) bodies: the General Membership and the Advisory Committee.

1. **General Membership**

- a. General Policy Body: The General Membership shall consist of the representatives from all Member Counties and shall be the policy body of the Consortium.
- b. Quorum: A quorum of the General Membership shall consist of the presence of a simple majority of the Member Counties. For a Member County to be considered present, at least one (1) representative appointed by that Member County shall be in attendance.
- c. Voting: Each Member County shall have voting authority as set forth under Definitions above. Action may be taken only if there is a quorum and, unless otherwise noted elsewhere in this document, requires a two-thirds (2/3's) majority of those votes present.
- d. Meetings: The General Membership shall meet monthly or as often as needed. Meetings shall be held in accord with the determination of the General Membership or upon call of its Chair, or by **written** petition of any three (3) Members of the General Membership. Written notification of such meeting shall be given to each designated representative at least ten (10) calendar days in advance of a particular meeting.
- e. Responsibilities: The responsibilities of the General Membership are
 - (1) To elect a Chair, Vice Chair, Secretary/Treasurer and other officers and representatives as required from among the membership.
 - (2) To adopt the Consortium's budget.
 - (3) To establish a schedule and time line for task completion.
 - (4) To adopt and amend policies and procedures as needed.
 - (5) To make recommendations to any local governments or other appropriate agencies, public institutions or entities.

2. **Advisory Committee**

- a. Membership: The membership of the Advisory Committee shall consist of one representative appointed by, and serving at the pleasure of, each Member County. The term of office shall be one (1) year, beginning in February of each calendar year. The designated representative need not be one of the same individuals designated by a Member County for the General Membership. Each member of the Advisory Committee shall have one vote.
- b. Quorum: A quorum of the Advisory Committee shall consist of a simple majority of its voting membership.
- c. Voting: Official action of the Advisory Committee shall be decided by the affirmative vote of the majority of the Members present, provided there is a quorum.
- d. Meetings: The Advisory Committee shall meet as necessary, on the call of its Chair or any Member County, or at the direction of the General Membership. Emergency meetings may be called with a majority of the Advisory Committee concurring.
- e. Responsibilities: The responsibilities of the Advisory Committee are
 - (1) To select a Chair and Vice Chair to preside over the Advisory Committee.
 - (2) To nominate members to any ad hoc or special committees.
 - (3) To render advice and technical assistance to the Consortium concerning its purpose and responsibilities or on the request of Members in regard to local problems, opportunities, or issues of regional significance.
 - (4) To provide an opportunity for regional, state and federal governments, as well as other agencies which have interests in Consortium activities, to participate.
 - (5) To bring the Consortium Members up to date on all current tasks by reporting at each official Consortium meeting.
 - (6) To advise the Consortium on general operating procedures necessary for the orderly conduct of the affairs of the Consortium.
 - (7) To propose an annual budget for Consortium operations.

(8) To recommend policy as to the sharing of Consortium developed information with non-participating Consortium Members, non-Consortium members, agencies, individuals and others requesting said information.

VI. **Finances**

1. Funds which accrue to the Consortium or to the Advisory Committee for use in furthering the aims and purposes of this voluntary organization shall be controlled, disbursed and accounted for in a manner proposed by the Advisory Committee and approved by the General Membership. Any expenditure of funds from the Consortium's approved budget, including appropriations for employment relationships, grants or contractual agreements, requires a two-thirds (2/3) majority vote of the General Membership.
2. All contributions paid to the Consortium shall be placed in an interest bearing account. The officers of the Consortium shall be empowered to sign checks and vouchers to satisfy incurred debt. Two (2) signatures shall be required on all checks.
3. The Consortium shall annually designate a financial institution to serve as the repository of all its funds.
4. The Consortium shall annually secure an independent audit of all financial records and transactions. Copies of the audit report shall be provided to Member Counties.

VII. **Special Programs**

The Advisory Committee may propose and recommend Service Programs and Feasibility Studies.

1. **Consortium Service Program** – Any Member is eligible to participate in any Consortium Service Program provided the governing body of that Member approves participation by a Resolution adopting the Joint Agreement establishing said program, a copy thereof to be filed with the Secretary/Treasurer of the Consortium. A Consortium Service Project shall be any service provided jointly by two or more Members and established by a Joint Agreement, which requires expenditure in excess of or in addition to amounts in the approved budget for the Consortium Fund. Only those Members entering into such an agreement shall be obligated to contribute to it financially and only such Members shall participate in and benefit from such a program.
2. **Feasibility Study** – Any Member is eligible to participate in any Feasibility Study provided the governing body of such a Member approves its participation by written resolution, a copy thereof to be filed with the Secretary/Treasurer of the Consortium. A Feasibility Study shall be any study including, but not limited to,

short duration studies of ways and means to solve a problem or problems common to two or more Members, duly undertaken by the Advisory Committee or General Membership, which requires an expenditure in excess of or in addition to amounts in the approved budget for the Consortium Fund. Only those Members entering into such a study shall be obligated to contribute to it financially and only such Members shall participate in and benefit from such a program.

3. When a Member elects to participate in an on-going Feasibility Study or Service Program, it thereby obligates itself to pay its full prorated share, as determined by the participating Consortium Members. A penalty will be charged to any participating Member if it withdraws from a Feasibility Study or Service Program. The penalty shall be outlined by the Study or Program Agreement.
4. The Advisory Committee shall seek and recommend acceptance of contributions and grants-in-aid on approval of Members who agree to participate in Service Programs or Feasibility Studies.

VIII. **Amendments**

1. Any amendment to this Interlocal Agreement which would commit Member Counties to either an increase in financial contributions or adherence to a specified waste management policy requires approval by the governing boards of all Member Counties.
2. An amendment which involves modifications in Consortium operating procedure, but does not impact member counties as described in Section VIII 1. above, must be approved by a two-thirds (2/3) vote of the Member Counties.