

GRATIOT COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN AGREEMENT TO CREATE A
REGIONAL MATERIALS MANAGEMENT PLAN**

**RESOLUTION NUMBER 26-405
ADOPTED APRIL 7, 2026**

WHEREAS Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (MCL 324.11571-324.11587), each county is required to prepare a Materials Management Plan; and

WHEREAS the Gratiot County Board of Commissioners is designated as the County Approval Agency (CAA) assumes responsibility for the Materials Management Plan and its implementation; and

WHEREAS on March 19, 2024, the Board approved execution of a letter of intent to join in a regional Materials Management Plan with Clare, Gladwin, Isabella, Mecosta, Midland, Ogemaw and Osceola Counties, a group subsequently named the Heartland Material Management Committee; and

WHEREAS on January 20, 2026, the Board approved Resolution 26-354 to accept a State of Michigan grant to develop the Part 115 Materials Management Plan in the amount of \$90,800.50, and

WHEREAS the Heartland Material Management Committee solicited proposals for creation of the regional Materials Management Plan and selected the proposal submitted by Resource Recycling Systems, Inc. as most responsive to the needs of the region; and

WHEREAS each CAA within the Heartland Material Management Committee is fiscally responsible for a proportional share of the cost to create the Materials Management Plan.

THEREFORE, BE IT RESOLVED that the Gratiot Board of Commissioners hereby accepts the recommendation of the Heartland Material Management Committee to enter into an agreement with Resource Recycling Systems, Inc. to create a regional Materials Management Plan at a proportionate cost not to exceed \$42,404 to be invoiced in equal installments through June, 2027.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized to sign any documents consistent with this resolution, subject to approval as to form by the County Attorney.

The resolution set forth was offered by Commissioner _____ and supported by
Commissioner_____.

A vote was thereupon taken on the foregoing resolution and the voter for such resolution was as follows:

AYES: _____

NAYS: _____

A majority of the members-elect having approved such resolution deems the resolution APPROVED.

STATE OF MICHIGAN)

)ss

COUNTY OF GRATIOT)

I certify that the foregoing is a true and accurate copy of the resolution adopted by the Gratiot County Board of Commissioners, that such resolution was duly adopted at a regular meeting held on the 7th day of April 2026, and that notice of such meeting was given as required by law.

Angie Thompson, Gratiot County Clerk

Contract

Background

Resource Recycling Systems, Inc. (RRS) will provide professional consulting services to support Gratiot County's participation in the Heartland Multi-County Materials Management Plan (MMP) process, as authorized under Part 115 of the Natural Resources and Environmental Protection Act (MCL 324.11571-324.11587) and consistent with the Heartland MMP Work Program approved by the Heartland Materials Management Planning Committee (HMMPC).

As defined in the Heartland Multi-County Materials Management Plan Interlocal Agreement among Clare, Gladwin, Gratiot, Isabella, Mecosta, Midland, Ogemaw, and Osceola Counties, RRS will work with both the HMMPC and Designated Planning Agency (DPA) to facilitate consulting services in the Heartland Multi-County MMP process.

RRS will coordinate its services across all eight participating counties to ensure consistency in the Heartland Multi-County MMP and Heartland MMP Work Program (as approved by HMMPC), while invoicing each County independently and equally for services rendered in support of that County's participation.

Project Objectives

RRS's services shall include, but not be limited to, the following tasks as described in the approved Heartland MMP Work Program:

Task 4 – Plan Project Management: Conduct project kick-off meeting; hold regular progress meetings with the HMMPC and DPA; prepare a Project Management Plan; and prepare a Public Engagement Plan.

Task 5 – Materials Management Plan Draft Review: Review the draft MMP with the DPA and HMMPC; summarize findings and present recommendations.

Task 6 – Stakeholder Engagement: Prepare and conduct 6 online surveys, focus group meetings, and stakeholder interviews across the eight-county planning area. Stakeholder groups include the Community Volunteer Team (CVT), staff, elected officials, MMPC members, board of commissioners (BOC), health departments, adjacent counties, waste haulers, facility operators, material recovery facilities (MRFs), and representatives of metal waste, electronic waste, household hazardous waste, yard waste, food waste, packaging, business/broker, residential, and other product streams (textiles, wood, rubber products, etc.).

Task 7 – Analysis and Opportunities Phase: Conduct best management practices evaluation and recommendations; evaluate supporting policy and funding mechanisms; draft model ordinances and policies.

Task 8 – Prepare Draft Materials Management Plan: Prepare the draft MMP including goals and objectives, action plans, implementation strategy and funding plan, identification of responsible parties, task timelines, and financial strategies.

Task 9 - Support – Plan Adoption: Support the HMMPC with the plan adoption process including preparation of public hearing notices, support during the 60-day public comment period, plan revisions, and documentation for EGLE submission.

Task 10 - Support – Plan Implementation: Support initial implementation activities including education, outreach, data collection, and partnership development as directed by the DPA and HMMPC.

Project Budget

The total RRS engagement for the Heartland Multi-County MMP is \$339,232.00. Each of the eight participating counties shall pay an equal one-eighth (1/8) share of the total project cost, resulting in a total fixed fee of \$42,404.00 per county.

Assuming contract execution by April 2026, this amount will be invoiced in equal monthly installments of \$2,826.93 over fifteen (15) months from April 2026 through June 2027. If contract execution occurs after April 2026, the monthly installment amount will be adjusted proportionately by dividing the total fixed fee of \$42,404.00 by the number of remaining months from the month of execution through June 2027.

Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out-of-scope work until an authorized change order is in place.

Payment Terms

RRS will invoice on a monthly billing cycle as described above. The client will process and make payment on the invoices within the next immediate pay cycle and no later than 30 days from receipt of the invoice. Payment obligations under this agreement are independent of and not contingent upon the County's receipt of reimbursement from EGLE or any other funding source.

Project Authorization

GRATIOT COUNTY: HEARTLAND MATERIALS MANAGEMENT PLAN

Resource Recycling Systems, Inc. (RRS)

416 Longshore Drive, Ann Arbor, MI 48105 • Office: 734.996.1361 • Fax: 734.996.5595 • www.recycle.com

Project Manager

Chris Wolff, Senior Consultant
cwolff@recycle.com

Invoicing Contact

Che Pomo
734.996.1361 x 151 • cpomo@recycle.com

Client Contact

Sheila Barnaby, DPA Liaison/Deputy Administrator
Gratiot County
214 E. Center St., Ithaca, MI 48847

Timeline

Dates listed represent the earliest time RRS can commence and complete work for this project. Upon project authorization, the client and RRS will identify start and end dates agreeable to both parties.

Start Date: _____ End Date: June 30, 2027

Project Budget

Compensation for this scope of work will be a fixed price of \$42,404.00 for each county, representing one-eighth of the total Heartland MMP consulting engagement of \$339,232.00. Monthly invoicing will be calculated as described in the Project Budget section of this agreement.

Payment Terms

RRS will invoice on a monthly billing cycle as described in the Project Budget section. The client will process and make payment on the invoices within the next immediate pay cycle and no later than 30 days from receipt of the invoice. Payment obligations under this agreement are independent of and not contingent upon the County's receipt of reimbursement from EGLE or any other funding source.

Contract Terms

RRS agrees to complete the work scope above in accordance with the terms and conditions of this proposal and the Heartland MMP Work Program. Gratiot County enters this Agreement as part of its obligations under the Heartland Multi-County Materials Management Plan Interlocal Agreement among Clare, Gladwin, Gratiot, Isabella, Mecosta, Midland, Ogemaw, and Osceola Counties. Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. A purchase order or authorization letter/email may accompany the signed Project Authorization page. If a change of work scope and/or additional funding is required during the course of the project, RRS will submit a change order to the client for approval before work continues.

Authorized Client Signature

Printed Name

Date

Authorized RRS Signature

Printed Name

Date



Terms & Conditions

1. **AUTHORIZATION TO PROCEED.** Signing this form shall be construed as authorization by CLIENT for Resource Recycling Systems, Inc. (RRS) to proceed with the work, unless otherwise provided for in the authorization.
2. **CLIENT RESPONSIBILITIES.** CLIENT must furnish full information as related to the project and agree to requirements when requested and to make available pertinent existing data.
3. **CONFIDENTIALITY.** RRS shall not share information provided by the CLIENT with anyone other than necessary RRS personnel, unless otherwise directed by the CLIENT.
4. **EXPENSES.** Unless stipulated otherwise, CLIENT shall compensate RRS for reimbursable expenses defined as: Those costs incurred on or directly for CLIENT project, including but not limited to necessary transportation costs, meals and lodging, laboratory analyses, computer services, special equipment services, trade show charges, delivery charges, telephone, and telefax charges, copying and binding charges and outside technical/professional services. Reimbursement for these expenses shall be on the basis of actual charges with prior approval by CLIENT when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by RRS.
5. **COST ESTIMATES.** Any cost estimates provided by RRS as part of our work and/or deliverable will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures, RRS cannot warrant that bids or ultimate costs will not vary from these cost estimates provided in our work and/or deliverables.
6. **PROFESSIONAL STANDARDS/WARRANTY.** RRS shall be responsible, to the level of competency presently maintained by other practicing consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this authorization. RRS makes no other warranty, express or implied, with regard to its capacity, the work performed under this authorization, or the ultimate performance or compliance of the project.
7. **TERMINATION.** Either CLIENT or RRS may terminate this authorization with or without cause by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay RRS in full for all work previously performed prior to effective date of termination. Upon receipt of such payment, RRS will return to CLIENT all documents and information which is the property of CLIENT. If no notice of termination is given, obligations created by this authorization shall be terminated upon completion of all applicable requirements of the authorization.
8. **MEDIATION/ARBITRATION.** To resolve any conflicts that arise during the project or following completion of the project, the CLIENT and RRS agree that all disputes between them relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement in accordance with this section then such controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
9. **LEGAL EXPENSES.** In the event legal action, including arbitration, is brought by CLIENT or RRS against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for fees, costs and expenses incurred as a result of that action.
10. **PAYMENT TO RRS.** In addition to any other remedies RRS may have, RRS shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.



- 11. LIMITATION OF LIABILITY.** RRS's liability to the CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
- 12. OWNERSHIP OF WORK PRODUCT.** CLIENT shall be the owner of the Deliverables delivered to the CLIENT, subject to the following reserved rights of RRS: (1) RRS is the sole owner of all analytical concepts and protocols contained in or used to develop those Deliverables, (2) RRS is the sole owner of any data included in those Deliverables that was collected by RRS other than in performing its work under this Agreement and (3) RRS may include the data collected in performing its work under this Agreement in the general database where all data is held confidentially and in aggregate.
- 13. PRE-EXISTING INTELLECTUAL PROPERTY.** RRS is, and shall remain, the sole and exclusive owners of all right, title and interest in and to all data, know-how, analytical concepts, protocols, methodologies, software and other materials, provided by or used by RRS in connection with performing the services, in each case developed or acquired by RRS prior to the commencement or independently of this Agreement, including all intellectual property rights therein. RRS hereby grants the CLIENT a license to any Pre-Existing Intellectual Property to the extent it is incorporated, combined with, or otherwise necessary in the Deliverable.
- 14. AUTHORIZATION TO USE CLIENT NAME, LOGOS, PROJECT MATERIALS.** CLIENT grants to RRS a non-exclusive, royalty free license to use CLIENT's name, logos, and related project materials for use in promotional materials and for marketing and advertising purposes unless otherwise specified in a non-disclosure agreement.
- 15. COMPLETE AGREEMENT.** This agreement and its attachments constitute the full and complete agreement of RRS and CLIENT regarding the subject matter of this agreement, and no other agreements, written or oral shall apply. This agreement may be modified only by written agreement signed by both parties.
- 16. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 17. NONDISCRIMINATION.** RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, financial status or protected activity. In addition, RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this agreement.
- 18. INSURANCE.** RRS shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the CLIENT and have a minimum A.M. Best Company's Insurance Reports (www.ambest.com) rating of A+ (Superior) or A or A- (Excellent).
- a. **Workers' Compensation Insurance.** Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan. Covering RRS's employees performing services within the State of Michigan.
 - b. **Professional Liability Insurance.** Professional Liability Insurance (Errors and Omissions) covering professionals providing services with limits of not less than \$1,000,000.00 per occurrence or per claim. If the Professional Liability Insurance is on a claims made basis RRS shall keep its Professional Liability Insurance either in force, or purchase extended reporting period "tail coverage" for a minimum of three (3) years after the termination of this Agreement.

- c. Commercial General Liability Insurance. Commercial General Liability Insurance on an “occurrence basis” only with limits of liability of not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Product and Completed Operations Liability Coverage; (3) Contractual Liability; and (4) Independent Contractors coverage.
- d. Motor Vehicle Liability. RRS shall procure and maintain, for vehicles operated by its personnel in the State of Michigan, Motor Vehicle Liability Insurance, including applicable No-Fault Coverage, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- e. Deductibles and SIRs. RRS shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.
- f. Additional Insured. The Commercial General Liability Insurance and Vehicle Liability Insurance as described above shall include the following as “Additional Insured”; the County of Gratiot, and all of County of Gratiot’s elected and appointed officials, employees, volunteers, all boards, commissions and/or authorities and their board members including employees and volunteers thereof. It is expressly understood and agreed that RRS’s Comprehensive General Liability Insurance and Vehicle Liability Insurance coverages required by this section shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.
- g. Cancellation Notice. Workers’ Compensation Insurance, Professional Liability Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the CLIENT as required below, an endorsement stating the following:
 - a. “It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Gratiot County Administration, 214 E. Center Street, Ithaca, MI 48847.” If RRS’s insurers refuse to provide such an endorsement, RRS shall be responsible for providing the required notices.
- h. Proof of Insurance. RRS shall provide to the CLIENT at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above, acceptable to the CLIENT. If so requested, certified copies of policies shall be furnished. If the CLIENT uses subcontractors for any of the work required by this Agreement, RRS shall provide the CLIENT with evidence that all subcontractors are included under RRS’s policies or have their own policies meeting all the requirements of this section.
- i. If any of the insurance coverages required by this section expire during the term of this Agreement, RRS shall deliver renewal certificates and/or policies to the CLIENT at least ten (10) days prior to the insurance coverage’s expiration date.



Gratiot County Board of Commissioners

Dave Owens, Chair

George Bailey

Jan Bunting

Tim Gay

Steven Sopocy

Chris Oosterhoff, County Administrator

Angie Thompson, Clerk

214 E. Center Street, Ithaca, MI 48847

989-875-5215 (Clerk)

June 11, 2024

Materials Management Division
Michigan Department of Environmental, Great Lakes and Energy
525 West Allegan- PO Box 30241
Lansing, MI 48909-7741

RE: Deadline Extension sent via email to EGLE-MMP@michigan.gov

To whom it may concern:

On March 19, 2024, the Gratiot County Board of Commissioners (CAA) approved the notice of intent to work within a regional Materials Management Plan (MMP). Gratiot County continues forward with the intention of participating in the work group that is being coordinated by Isabella County.

Isabella County has coordinated the creation of an eight-county regional MMP hub and spoke recycling program. This process has and will continue to foster relationships with surrounding communities that will ensure successful implementation of the Materials Management Plan. The participating counties of this group include Clare, Gladwin, Gratiot, Isabella, Mecosta, Midland, Ogemaw and Osceola.

The final steps in this process include the preparation, legal review and final adoption of interlocal agreement by all plan participants. This process is expected to extend beyond July 6, 2024, the deadline that has been established for the deadline to complete the Notice of Intent to your department.

Gratiot County and all participating counties respectfully request an extension of the required deadline to August 31, 2024. We expect that this extension will provide adequate time to meet the conditions necessary to file the required Notice of Intent with EGLE.

Sincerely

Dave Owens

Dave Owens

Gratiot County Board of Commissioners Chair



MATERIALS MANAGEMENT PLANNING PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND **GRATIOT COUNTY**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **Gratiot County** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0022 of 2026**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: MMP-Gratiot-Heartland	Project #: PLA-25-068
Amount of grant: \$90,800.50	100% of grant state / 0% of grant federal
	PROJECT TOTAL: \$90,800.50 (grant plus
Start Date (executed by EGLE): 2/6/2026	match) End Date: 12/7/2026

GRANTEE CONTACT INFORMATION:

Name/Title: Sheila Barnaby/Deputy County Administrator
Organization: Gratiot County
Address: 214 E. Center St.
City, State, ZIP: Ithaca, MI 48847
Phone Number: 989-875-5239
Fax Number: NA
E-Mail Address: sbarnaby@gratiotmi.com
Federal ID Number (Required for Federal Funding): NA
Grantee DUNs/UEI Number (Required for Federal Funding): NA
SIGMA Vendor Number: CV0047999

STATE'S CONTACT INFORMATION:

Name/Title: Christina Miller/Materials Management Planning Analyst

Division/Bureau/Office: Materials Management Division (MMD)

Address: 525 W. Allegan

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-614-7426

Fax Number: N/A

E-Mail Address: EGLE-MMP@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

<u>Dave Owens</u>	<u>Dave Owens/Board Chair</u>	<u>1/29/26</u>
Signature	Name/Title	Date

FOR THE STATE:

<u>Tracy Keckskemeti</u>	<u>Tracy Keckskemeti, Acting Division Director, MMD</u>	<u>2/6/26</u>
Signature	Name/Title	Date