Finance Agenda
Missaukee County Board of Commissioners
Finance Committee
105 S. Canal St. Lake City, MI
August 8, 2019 @ 4:00 PM

4:00 PM Opening and Roll Call
Public Comment**

4:05 PM Administrator – Precia Garland
  a. Land Bank Authority – Intergovernmental Agreement
  b. EGLE Recycling Infrastructure Grant Update
  c. DHHS Contract to Provide Legal Representation – Foster Care
  d. EMS Delinquent Accounts – Collections Services
  e. Proposed Policy Revision F-18400 Revenue & Fee Schedule
  f. Safety Coordinator – Letter of Agreement
  g. Parking Lot Sink Hole Repair
  h. HVAC Unit Replacement
  i. FY20- Budget Hearing and Appropriation and Resolution

Public Comment**

**Public Comment Rules authorized by the Missaukee County Board of Commissioners: Each person recognized by the Chairman shall state their name for the record and will have a limit of 3 minutes to state an opinion. All opinions will be duly noted by the board & if requiring an answer will be addressed by the chairman first or his designee or in writing. The audience is asked not to interrupt at any time during public comment.
August 8, 2019

To: Missaukee County Board of Commissioners

From: Precia Garland, Administrator

RE: Intergovernmental Agreement creating the Missaukee County Land Bank Authority

Introduction
On June 11, 2019, the Missaukee County Board of Commissioners approved Resolution 2019-8, creating the Missaukee County Land Bank Authority. All Land Band Authorities in the state of Michigan derive their authority from the Land Bank Fast Track Act, 2003 PA 258 and operate as an extension of the Michigan Land Bank Fast Track Authority through an intergovernmental agreement (IGA). Since the Missaukee County Treasurer is the foreclosing governmental unit, the agreement exists between the treasurer and the Michigan Land Bank Fast Track Authority, with approval from the Missaukee County Board of Commissioners.

IGA Particulars
The proposed IGA (attached) contains the following sections related to the Missaukee County Land Bank Authority:

1. Definitions
2. Purpose
3. Creation of County Authority
4. County Authority Board & Executive Director – includes make-up of the county board, responsibilities, officers, etc.
5. General Powers of the County Authority
6. Specific Powers of the County Authority
7. Keeping of Books, Records and Finances
8. Duration of Agreement
9. Miscellaneous

Missaukee Treasurer Lori Cox has reviewed the proposed IGA and approved its current form. I have also reviewed the agreement and see no concerns. Once the agreement is approved, members will be solicited in accordance with Section 4.01 of the IGA and recommended for appointment to Missaukee Land Bank Authority.

Requested Action
It is requested that the Missaukee County Board of Commissioners approve the proposed Intergovernmental Agreement (IGA) between the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Missaukee creating the Missaukee County Land Bank Authority.
INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

MICHIGAN LAND BANK FAST TRACK AUTHORITY
(a Michigan public body corporate and politic)

AND THE

TREASURER OF THE COUNTY OF MISSAUKEE, MICHIGAN

CREATING THE

MISSAUKEE COUNTY LAND BANK AUTHORITY
(a Michigan public body corporate)
This Agreement is entered into under Section 5 of Article 3 and Section 28 of Article 7 of the Michigan Constitution of 1963 and the Land Bank Fast Track Act, 2003 PA 258, between the MICHIGAN LAND BANK FAST TRACK AUTHORITY, a Michigan public body corporate and politic, and the TREASURER OF THE COUNTY OF MISSAUKEE, MICHIGAN, for the purpose of establishing and creating the MISSAUKEE COUNTY LAND BANK AUTHORITY, a separate legal entity and public body corporate to administer and execute the purposes and objectives of this Agreement.

RECITALS

A. In enacting the Land Bank Fast Track Act, 2003 PA 258, the Michigan Legislature found that there exists in the State of Michigan a continuing need to strengthen and revitalize the economy of the State of Michigan and local units of government in this state and that it is in the best interests of the State of Michigan and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of the property and to promote economic growth in the State of Michigan and local units of government in this state.

B. The Michigan Land Bank Fast Track Authority was created as a public body corporate and politic originally within the Michigan Department of Labor and Economic Growth, a principal department of the executive branch of state government, under the Land Bank Fast Track Act, 2003 PA 258, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act.

C. The Treasurer of the County of Missaukee, Michigan is a foreclosing governmental unit under the Land Bank Fast Track Act, 2003 PA 258, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

D. It is the intent of the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Missaukee, Michigan to establish a county authority as a separate legal entity and as a public body corporate under the Land Bank Fast Track Act, consistent with this Agreement.

Accordingly, the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Missaukee, Michigan agree to the following:
ARTICLE I
DEFINITIONS

As used in this Agreement:


Section 1.02. "Agreement" means this Intergovernmental Agreement between the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic, and the Treasurer of the County of Missaukee, Michigan.

Section 1.03. "Budget Act" means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a.

Section 1.04. Intentionally Omitted.

Section 1.05. "County Authority" means the Missaukee County Land Bank Authority, the public body corporate created under this Agreement pursuant to the Land Bank Act.

Section 1.06. "County Authority Board" means the board of directors of the county authority created under Article IV.

Section 1.07. "County Board" means the Board of Commissioners for the County of Missaukee, Michigan.

Section 1.08. "Effective Date" means the date upon which all of the following are satisfied, as provided under Section 23 of the Land Bank Act:

(a) The Agreement is entered into by the Treasurer.

(b) The Agreement is approved by the County Board.

(c) The Agreement is entered into by the State Authority.

(d) The Agreement is filed with the County Clerk for the County of Missaukee, Michigan.

(e) The Agreement is filed with the Secretary of State.

(f) The Agreement is filed with the Ingham County Clerk.

Section 1.09. "Executive Director" means the executive director of the County Authority selected under Section 4.12.
Section 1.10. "Fiscal Year" means the fiscal year of the County Authority, which shall begin on October 1 of each year and end on the following September 30.

Section 1.11. "FOIA" means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

Section 1.12. "Foreclosing Governmental Unit" means that term as defined under Section 3(f) of the Land Bank Act, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

Section 1.13. "Missaukee County" means the County of Missaukee, Michigan.


Section 1.15. "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

Section 1.16. "Party" or "Parties" means either individually or collectively, as applicable, the State Authority or the Treasurer as each is a signatory to this Agreement.

Section 1.17. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.18. "State" means the State of Michigan.

Section 1.19. "State Authority" means the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic created under the Land Bank Act.

Section 1.20. "Tax Reverted Property" means that term as defined under Section 3(q) of the Land Bank Fast Track Act, 2003 PA 258, MCL 124.753(3)(q).

Section 1.21. "Treasurer" means the Treasurer of Missaukee County.

ARTICLE II
PURPOSE

Section 2.01. Purpose. The purpose of this Agreement is to create and empower the County Authority to exercise the powers, duties, functions, and responsibilities of an authority under the Land Bank Act for the benefit of Missaukee County and the State.

Section 2.02. Programs and Functions. The County Authority shall endeavor to carry out the powers, duties, and functions, and responsibilities of an authority under the Land Bank Act consistent with this Agreement, including, but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests in property, and doing all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Bank Act and the
purposes, objectives, and powers delegated to a County Authority under other laws or executive orders.

ARTICLE III
CREATION OF COUNTY AUTHORITY

Section 3.01. Creation and Legal Status of County Authority. The County Authority is established as a separate legal entity and public body corporate to be known as the "Missaukee County Land Bank Authority" for the purposes of acting as an authority under the Land Bank Act and administering this Agreement.

Section 3.02. Articles of Incorporation. At its initial meeting the County Authority Board shall adopt articles of incorporation consistent with the provisions of this Agreement and the Land Bank Act.

Section 3.03. Principal Office. The principal office of the County Authority is at the location within the City of Lake City, as determined by the County Authority Board.

Section 3.04. Title of County Authority Assets. Except as otherwise provided in this Agreement, the County Authority shall have exclusive title to all of its property and no Party shall have an ownership interest in County Authority property.

Section 3.05. Tax-exempt Status. The County Authority shall not be operated for profit. No earnings of the County Authority shall inure to the benefit of a Person other than the County Authority or the Parties. The Parties intend the activities of the County Authority to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the County Authority to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the property taxes under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157, or corresponding provisions of future State tax laws. The property of the County Authority and its income and operations are exempt from all taxation by the State or its political subdivisions under Section 4(5) of the Land Bank Act.

Section 3.06. Compliance with Law. The County Authority shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 3.07. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. No Party may obligate any other Party. No employee, agent, or servant of the County Authority shall be or shall be deemed to be an employee, agent or servant of the State for any reason.
Section 3.08. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV
COUNTY AUTHORITY BOARD AND EXECUTIVE DIRECTOR

Section 4.01. County Authority Board Composition. The County Authority shall be governed by the County Authority Board, a board of directors that shall be appointed within thirty (30) calendar days of the Effective Date. Elected officials and other public officers are eligible to serve as members of the County Authority Board to the extent permitted under Michigan law. The County Authority Board shall consist of the following members, except as provided in 4.02:

(a) The Treasurer.

(b) One township or city official, located in Missaukee County, the appointment to the County Authority Board to be made by the County Board.

(c) The Missaukee County Administrator.

(d) Two other County Authority Board member appointments to be made by the County Board and must be residents of Missaukee County.

Section 4.02 Appointments by Elected County Executive. If Missaukee County adopts a unified form of government providing for an elected county executive under 1973 PA 139, MCL 45.551 to 45.573, or if Missaukee County adopts a county charter providing for an elected county executive under 1966 PA 293, MCL 45.501 to 45.521, the appointments under Sections 4.01(d) shall be made by the elected county executive.

Section 4.03 Terms of Office. The member under 4.01(b) initially shall be appointed for a period of one year. The member under 4.01(c) initially shall be appointed for a period of two years. Of the members listed under 4.01(d), 1 member initially shall be appointed for a period of two years, and 1 member shall initially be appointed for a period of one year. After the expiration of the initial terms, members appointed under Section 4.01(b) and 4.01(d) shall be appointed in the same manner as the original appointments but for terms of three years. An elected official appointed under Section 4.01(b), 4.01(c), or 4.01(d) may serve on the County Authority Board only while he/she maintains that elected status, or in the case of 4.01(c), holds that position in good standing. A vacancy resulting from an election will be filled by appointment of the Missaukee County Board, except for the Treasurer, who holds a statutory position on the County Authority for so long as he/she holds that office.

Section 4.04. Removal. A member of the County Authority Board appointed under Section 4.01(b) or 4.01(d) may be removed for cause by the County Board.
Section 4.05. Vacancies. A vacancy among the appointed members of the County Authority Board appointed under Section 4.01(b) through (d) caused by death, resignation, or removal of a County Authority Board member shall be filled in the same manner as the original appointment for the balance of the unexpired term.

Section 4.06. Meetings. The County Authority Board shall conduct its first meeting no later than forty-five (45) calendar days after the Effective Date, provided that a quorum of the County Authority Board has been appointed. The County Authority Board shall meet at least annually and hold such other meetings at the place, date, and time as the County Authority Board shall determine. All meetings of the County Authority Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 4.07. Quorum and Voting. A majority of the County Authority Board shall be required to constitute a quorum for the transaction of business. The County Authority Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the County Authority Board. Presence in person for both quorum and voting at a meeting may include electronic communication by which such member of the County Authority Board is heard by the members of the County Authority Board and any members of the public at the meeting.

Section 4.08. County Authority Board Responsibilities. The County Authority Board shall do all of the following by a majority vote of its members appointed and serving:

(a) Consistent with this Agreement and the Land Bank Act, adopt amendments to the initial articles of incorporation adopted under Section 3.02 and adopt subsequent amendments to the articles of incorporation as deemed necessary by the County Authority Board.

(b) Adopt bylaws, rules, and procedures governing the County Authority Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the County Authority Board.

(c) Elect officers. Initial officers shall be elected within thirty (30) days of the first meeting of the County Authority Board.

(d) Approve policies to implement day-to-day operation of the County Authority, including policies governing any staff of the County Authority.

(e) Provide for a system of accounts to conform to a uniform system required by law, and review and approve the County Authority’s budget to assure that the budgets are approved and administered in accordance with the Budget Act.

(f) Provide for an annual audit in accordance with the Budget Act.

(g) Adopt personnel policies and procedures.
(h) Adopt policies and procedures for contracting and procurement.

(i) Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96, and establish banking arrangements for the County Authority.

Section 4.09. Fiduciary Duty. The members of the County Authority Board are under a fiduciary duty to conduct the activities and affairs of the County Authority in the best interests of the County Authority, including the safekeeping and use of all County Authority monies and assets. The members of the County Authority Board shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.10. Chairperson. The Treasurer shall be the Chairperson of the County Authority Board.

Section 4.11. Compensation. The members of the County Authority Board shall receive no compensation for the performance of their duties. A County Authority Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The County Authority may reimburse members of the County Authority Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the County Authority Board. County Authority Board members shall be bonded in an amount set by the County Authority Board at their first meeting. The amount of bond set shall be an amount that safeguards the integrity of the Authority’s purpose.

Section 4.12. Executive Director. The County Authority Board may select and retain an Executive Director. An Executive Director selected and retained by the County Authority Board shall administer the County Authority in accordance with the operating budget adopted by the County Authority Board, general policy guidelines established by the County Authority Board, other applicable governmental procedures and policies, and this Agreement. The Executive Director shall be responsible for the day-to-day operations of the County Authority, including the control, management, and oversight of the County Authority employees. All terms and conditions of the Executive Director’s length of service shall be specified in a written contract between the Executive Director and the County Authority Board, provided that the Executive Director shall serve at the pleasure of the County Authority Board.

Section 4.13. Ethics. Within six (6) months of the first meeting of the County Authority Board the County Authority Board shall adopt ethics policies governing the conduct of the County Authority Board members, directors, officers, appointees, and employees as required under Section 4(9) of the Land Bank Act. 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.
Section 4.14. Conflicts of Interest. Members of the County Authority Board and directors, officers, appointees, and employees of the County Authority shall be deemed to be public servants for the purposes of 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable law with respect to conflicts of interest. As required under Section 4(10) of the Land Bank Act, the County Authority shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The County Authority Board shall require that any member of the County Authority Board with a direct or indirect interest in any matter before the County Authority Board disclose the member’s interest to the County Authority Board before the County Authority Board takes any action on the matter.

Section 4.15. Relationship to Missaukee County. The County Authority shall exercise its powers, duties, functions and responsibilities independently of the County Board. Subject to available appropriations, Missaukee County may provide the County Authority staff and other support, including but not limited to, legal, clerical and information technology services.

ARTICLE V
GENERAL POWERS OF COUNTY AUTHORITY

Section 5.01. General Powers Under Land Bank Act. The County Authority may exercise all of the powers, duties, functions, and responsibilities of an authority under the Land Bank Act, including, but not limited to, each of the following;

(a) Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business.

(b) Sue and be sued in its own name and plead and be impleaded, including, but not limited to, defending the County Authority in an action to clear title to property conveyed by the County Authority.

(c) Borrow money and issue bonds and notes according to the provisions of the Land Bank Act.

(d) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, interlocal agreements under Act 7, for the joint exercise of powers under the Land Bank Act.

(e) Solicit and accept gifts, grants, labor, loans, and other aid from any Person, or the federal government, the State, or political subdivision of the State, or an intergovernmental entity created under the laws of the State or participate in any other way in a program of the federal government, the State, a political subdivision of the State, or an intergovernmental entity created under the laws of the State.
(f) Procure insurance against loss in connection with the property, assets, or activities of the County Authority.

(g) Invest money of the County Authority, at the discretion of the County Authority Board pursuant to a duly adopted investment policy, in instruments, obligations, securities, or property determined proper by the County Authority Board and name and use depositories for County Authority money.

(h) Employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the County Authority. The County Authority shall determine the qualifications, duties, and compensation of those it employs. The County Authority Board may delegate to 1 or more members, officers, agents, or employees any powers or duties it considers proper. Members of the County Authority Board shall serve without compensation but shall be reimbursed for actual and necessary expenses, subject to available funds.

(i) Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants, and auditors for rendering professional financial assistance and advice payable out of any money of the County Authority.

(j) Study, develop, and prepare the reports or plans the County Authority considers necessary to assist in the exercise of its powers under the Land Bank Act and to monitor and evaluate progress under the Land Bank Act.

(k) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by the County Authority.

(l) Do all other things necessary or convenient to achieve the objectives and purposes of the County Authority under the Land Bank Act or other laws that relate to the purposes and responsibilities of the County Authority.

**Section 5.02. Bonds or Notes.** The County Authority shall not issue any type of bond in its own name except as authorized by the Land Bank Act. The County Authority shall not possess the power to in any way indebted a Party. Bonds or notes issued by the County Authority are the debt of the County Authority and not of the Parties. Bonds or notes issued by the County Authority are for an essential public and governmental purpose. Pursuant to Section 24(7) of the Land Bank Act, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes by the State or any political subdivision of the State.

**Section 5.03. Casino Development Prohibited.** Pursuant to Section 4(6) of the Land Bank Act, the County Authority shall not assist or expend any funds for, or related to, the development of a casino.

**Section 5.04. Tax Limitation.** Pursuant to Section 4(7) of the Land Bank Act, the County Authority shall not levy any type of tax or special assessment.
Section 5.05. Condemnation Prohibited. The County Authority is prohibited from exercising the power of eminent domain or condemning property under Section 4(8) of the Land Bank Act.

Section 5.06. Limitation on Political Activities. The County Authority shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the County Authority from engaging in activities authorized by applicable law.

Section 5.07. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.08. Non-Discrimination. The County Authority shall comply with all applicable laws prohibiting discrimination. The County Authority shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual’s ability to perform the duties of a particular job or position. The County Authority shall not limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual’s ability to perform the duties of a particular job or position. The County Authority shall not provide services in a manner that discriminates against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual’s ability to receive services from the County Authority.

ARTICLE VI
SPECIFIC POWERS OF THE COUNTY AUTHORITY

Section 6.01. Acquisition of Property. Except as otherwise provided in this Agreement or under the Land Bank Act, the County Authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise, real or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the County Authority considers proper. Real property acquired by the County Authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise. The County Authority may acquire real property or rights or interests in real property for any purpose the County Authority considers necessary to carry out the purposes of the Land Bank Act.
Section 6.02. Deed in Lieu of Foreclosure. The County Authority may accept from a Person with an interest in a tax delinquent property or Tax Reverted Property a deed conveying that Person's interest in the property in lieu of the foreclosure or sale of the property as provided under Section 6 of the Land Bank Act.

Section 6.03. Expedited Quiet Title and Foreclosure. The County Authority may initiate an expedited quiet title and foreclosure action to quiet title to interests in real property held by the County Authority as provided under Section 9 of the Land Bank Act.

Section 6.04. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the County Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the County Authority.

Section 6.05. Holding and Managing Property. The County Authority may hold and own in its name any property acquired by the County Authority or conveyed to the County Authority by the State, a Foreclosing Governmental Unit, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Tax Reverted Property and property with or without clear title. The County Authority may, without the approval of a local unit of government in which property held by the County Authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. All real property held by the County Authority shall be inventoried and classified by the County Authority according to title status of the property and suitability for use. The County Authority may take or perform the following with respect to property held or owned by the County Authority:

(a) Grant or acquire a license, easement, or option with respect to property as the County Authority determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act.

(b) Fix, charge, and collect rents, fees, and charges for use of property under the control of the County Authority or for services provided by the County Authority.

(c) Pay any tax or special assessment due on property acquired or owned by the County Authority.

(d) Take any action, provide any notice, or institute any proceeding required to clear or quiet title to property held by the County Authority in order to establish ownership by and vest title to property in the County Authority, including, but not limited to, an expedited quiet title and foreclosure action under Section 9 of the Land Bank Act.

(e) Remediate environmental contamination on any property held by the County Authority.
Section 6.06. Civil Action to Protect County Authority Property. The County Authority may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any property from Tax Reverted Property or other real property held by the County Authority, as provided under Section 11 of the Land Bank Act.

Section 6.07. Environmental Contamination. If the County Authority has reason to believe that property held by the County Authority may be the site of environmental contamination, the County Authority shall provide the Michigan Department of Environment, Great Lakes, and Energy with any information in the possession of the County Authority that suggests that the property may be the site of environmental contamination, as required under Section 10 of the Land Bank Act. The County Authority shall cooperate with the Michigan Department of Environment, Great Lakes, and Energy with regard to any request made or action taken by the Department under Section 10 of the Land Bank Act.

Section 6.08. Transfer of Interest in Property by County Authority. Pursuant to Section 7 of the Land Bank Act, on terms and conditions, and in a manner and for an amount of consideration the County Authority considers proper, fair, and valuable, including for no monetary consideration, the County Authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the County Authority holds a legal interest to any public or private Person for value determined by the County Authority. Any transfer or other disposition of property or interests in property by the County Authority shall be in accordance with guidelines established by the County Authority Board.

Section 6.09. Disposition of Proceeds. Any proceeds from the sale or transfer of property by the County Authority shall be retained by the County Authority, or expended or transferred by the County Authority consistent with the provisions of the Land Bank Act and pursuant to a plan adopted by the County Authority Board.

Section 6.10. Collective Bargaining. The County Authority shall have the right to bargain collectively and enter into agreements with labor organizations. The County Authority shall fulfill its responsibilities as a public employer subject to 1947 PA 336, MCL 423.201 to 423.217 with respect to all its employees.

Section 6.11. Municipal Employee Retirement System. To the extent permitted under Michigan law, the County Authority Board may elect to become a participating municipality on behalf of County Authority employees but only pursuant to Section 2c(2) of the Municipal Employees Retirement Act of 1984, 1984 PA 427, MCL 38.1501 to 38.1558.

ARTICLE VII
BOOKS, RECORDS, AND FINANCES

Section 7.01. County Authority Records. The County Authority shall keep and maintain at the principal office of the County Authority, all documents and records of the County Authority. The records of the County Authority, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records
and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity or, if none, to the Treasurer or any successor agency of the Treasurer.

Section 7.02. Financial Statements and Reports. The County Authority shall cause to be prepared, at County Authority expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, or any successor agency, and shall be made available to each of the Parties, including the State Authority.

Section 7.03. Audits. The County Authority shall provide for the conduct of audits in accordance with Sections 6 to 13 of the Budget Act, which shall be made available at the request of any Party. The County Authority Board may establish a dedicated audit committee of the County Authority Board for the purpose of overseeing the accounting and financial reporting processes of the County Authority and audits of its financial statements. The County Authority may establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The County Authority may require at least one member to be specifically knowledgeable about financial reports.

Section 7.04. Freedom of Information Act. The County Authority shall be subject to and comply with the FOIA.

Section 7.05. Uniform Budgeting and Accounting Act. The County Authority shall be subject to and comply with the Budget Act. The Executive Director or County Authority Chairperson annually shall prepare and the County Authority Board shall approve a budget for the County Authority for each Fiscal Year. Each budget shall be approved by the October 1 immediately preceding the beginning of the Fiscal Year of the County Authority.

Section 7.06. Deposits and Investments. The County Authority shall deposit and invest funds of the County Authority, not otherwise employed in carrying out the purposes of the County Authority, in accordance with an investment policy established by the County Authority Board consistent with laws and regulations regarding investment of public funds.

Section 7.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the County Authority Board.

Section 7.08. Performance Objectives. Each Fiscal Year, the Executive Director or the County Authority Chairperson shall prepare objectives for the County Authority’s performance for review and approval by the County Authority Board.

Section 7.09. Annual Reports. Not less than annually, the County Authority shall file with the Treasurer, the County Board, and with the State Authority a report detailing the activities of the County Authority, and any additional information as requested by the Treasurer, the County Board, or the State Authority.
ARTICLE VIII
DURATION OF AGREEMENT

Section 8.01. Duration. This Agreement and the County Authority shall commence on the Effective Date and shall continue in effect for an initial term of 5 years and after that until terminated by joint action of the Parties and the County Board or withdrawal by a Party under Section 8.02.

Section 8.02. Withdrawal of Either Party. Either Party may withdraw from this Agreement after the initial term, upon six (6) months notice in writing to the County Authority as provided under Section 9.01. The Treasurer shall withdraw from this Agreement under this section if required to withdraw under the terms of a resolution adopted by the County Board.

Section 8.03. Disposition upon Termination. As soon as possible after termination of this Agreement, the County Authority shall finish its affairs as follows:

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

(b) Any eligible tax reverted property specific tax pursuant to the Tax Reverted Clean Title Act, 2003 PA 260, MCL 211.1021 to 211.1026, shall be transferred to the State Authority.

(c) The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed to Missaukee County or as otherwise agreed by the Parties.

ARTICLE IX
MISCELLANEOUS

Section 9.01. 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 notices of withdrawal under Article VIII, shall be sent to each other Party’s signatory to this Agreement, or that signatory’s successor. 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. Any notice of withdrawal shall be sent via certified mail.

Section 9.02. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no
other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

**Section 9.03. Interpretation of Agreement.** The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the County Authority under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

**Section 9.04. Severability of Provisions.** If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of the provision to other Persons, Party, or circumstances is not affected but will be enforced to the extent permitted by law.

**Section 9.05. Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

**Section 9.06. Captions and Headings.** 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 and or to be interpreted as part of this Agreement.

**Section 9.07. Terminology.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

**Section 9.08. Cross-References.** References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

**Section 9.09. References to Public Acts and Statutes.** All References to public acts and statutes in this Agreement shall be construed to mean the acts or statutes as amended.

**Section 9.10. 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. Subject to Section 6419 of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6419, any and all claims against the State Authority must be brought and maintained in the Court of Claims, or as appropriate, Ingham County Circuit Court.
Section 9.11. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

Section 9.12. Effective Date. This Agreement shall become effective as of the Effective Date.

This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

MICHIGAN LAND BANK FAST TRACK AUTHORITY

By: Jeffrey M. Huntington
Its: Interim Director

Date: _______________________

TREASURER OF THE COUNTY OF MISSAUKEE, MICHIGAN

By: Lori S. Cox

Date: _______________________
August 13, 2019

To: Missaukee County Board of Commissioners

From: Missaukee County Board of Commissioners-
Executive Committee

RE: Recommendation regarding EGLE Recycling Infrastructure Grant

At the July Board of Commissioners (BOC) meeting, a recent grant offer from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) was accepted and a $35,105 local match pledged for several facilities improvements to the Missaukee County Recycling Center. Unfortunately, following that meeting, the county learned that it was not awarded the USDA Rural Development Grant it has received for the past ten years, which has funded Recycling Center operations. As a result, the funds originally intended as a match to the infrastructure grant will now be required to pay for Recycling Center operations in FY2020.

This situation was discussed with EGLE, which in turn in the attached email dated July 24, 2019, required the county to affirm the availability of its local grant match and also affirm efforts would be undertaken to establish a sustainable revenue source for future operational expenses. This affirmation was required by 5:00 PM on July 26, 2019.

Given the very quick turnaround time required, a meeting of the Executive Committee was held on July 26, at 8:30 AM. After reviewing available options, it was the recommendation of the Executive Committee to decline the EGLE Recycling Infrastructure Grant at this time, as the funds originally earmarked for the match must now be committed to operating costs. It also recommended the county be open to considering sustainable funding options, such as those available through PA 69 of 2005 and/or a special millage.

Requested Action
The Executive Committee recommends that due to changes in recycling operating funding for FY2020, the Missaukee County Board of Commissioners decline the offer of the EGLE Recycling Infrastructure Grant previously accepted at the July BOC meeting and remain open to considering sustainable operating revenue options.
Hi Precia,

As we recently discussed, due to the unfortunate developments regarding funding for Missaukee County's recycling program, EGLE is reconsidering their offer of a 2019 recycling infrastructure grant to the county. EGLE is willing to allow the county an opportunity to provide additional information.

Missaukee County would need to provide a written response to EGLE by the end of the day on **Friday July 26th** assuring EGLE that Missaukee County would be able to provide the match funding of $35,104.80 necessary to complete the project described in the grant application. In addition, EGLE would need a written commitment from the county stating that within the next year, the county was going to be working towards developing a sustainable funding mechanism to provide stable operational funding for the programs future.

Feel free to contact me if you have any questions regarding this e-mail. Brian.

I also wanted to let you know that you can contact me in the future as the county works on finding a funding solution. I would be willing to offer any assistance I can.

Brian Burke
Recycling and Waste Minimization Specialist
Materials Management Division
Michigan Department of Environment, Great Lakes, and Energy
Saginaw Bay/Cadillac/Gaylord/Upper Peninsula Districts
(517) 243-3904 (cell)
(989) 894-6293 (office)
989-891-9213 (fax)
burkeb@michigan.gov

Follow Us | Michigan.gov/EGLE
August 8, 2019

To: Missaukee County Board of Commissioners

From: Precia Garland, Administrator

RE: Contract with State of Michigan DHHS to provide Legal Representation-Foster Care Cases

Attached please find a revised, proposed contract between the state of Michigan Department of Health and Human Services and Missaukee County for legal representation services through the prosecuting attorney's office in foster care cases.

The proposed terms of the contract remain largely the same as before, with no changes to the term (expiring 9/30/21) or rate of compensation. Proposed changes to the agreement are largely administrative in nature and include the following:

1. New contract number (CT190000000557 effective 10/1/19)
2. Administrative changes in working regarding maximum amount of contract (limited to $20,000 per year).
4. A Federal provisions addendum has been added, which includes standard assurances associated with federal funds.

The revised contract has been reviewed by Prosecuting Attorney David DenHouten and he has no concerns.

Action Requested: It is requested that the Missaukee County Board of Commissioners approve the revised contract to continue providing legal representation services through the prosecuting attorney's office regarding foster care cases.
CONTRACT NUMBER: PROFC17-57001 CT190000000557
AMENDMENT NUMBER: 1

Between
THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES

And

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>County of Missaukee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR ADDRESS</td>
<td>111 S. Canal Street, PO Box 800, Lake City, MI 49651-0800</td>
</tr>
<tr>
<td>CONTRACTOR EMAIL</td>
<td><a href="mailto:admin@missaukee.org">admin@missaukee.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE CONTACT</th>
<th>NAME</th>
<th>EMAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator</td>
<td>Tina L. Root</td>
<td><a href="mailto:root2@michigan.gov">root2@michigan.gov</a></td>
</tr>
<tr>
<td>BGP Analyst</td>
<td>Mae Johnson</td>
<td><a href="mailto:johnsonm65@michigan.gov">johnsonm65@michigan.gov</a></td>
</tr>
</tbody>
</table>

**CONTRACT SUMMARY**

| SERVICE DESCRIPTION | Legal Representation-Prosecuting Attorney Foster Care |
| GEOGRAPHIC AREA | Missaukee County |
| INITIAL EFFECTIVE DATE | October 1, 2016 |
| CURRENT EXPIRATION DATE | September 30, 2021 |
| CURRENT CONTRACT VALUE | $100,000.00 |
| CONTRACT TYPE | Unit Rate |

**AMENDMENT DESCRIPTION**

| EXTEND EXPIRATION DATE | ☑ NO |
| AMENDMENT AMOUNT | $100,000.00 |

| AMENDMENT AMOUNT | ESTIMATED REVISED AGGREGATE CONTRACT VALUE |
| $N/A | $N/A |

| INCREASE | DECREASE |

| NATURE OF CHANGE | This amendment will change the contract number and update the current contract language. |

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

By signing this Contract, the Contractor certifies and assures to the state that they will comply with the Anti-Trust Lobbying Act 31 USC 1352, as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act.

**FOR THE CONTRACTOR:**

County of Missaukee
Contractor

Signature of Director or Authorized Designee

Print Name

Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Signature of Director or Authorized Designee
Terri Smith
Director, Purchasing Division

Print Name

Date
STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective October 1, 2016, with County of Missaukee (hereinafter referred to as "Contractor"), having a mailing address of 111 S. Canal Street, PO Box 800, Lake City, MI 49651-0800, for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinafore and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment shall be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

Article I

This amendment shall be effective on the date of MDHHS signature.

Article II

Effective October 1, 2019 the contract number shall be changed to CT190000000557.

Article III

In Section 3, MDHHS RESPONSIBILITIES, Item 3.1, Payment, shall be deleted.

In Section 3, MDHHS RESPONSIBILITIES, Item 3.2, Maximum Amount of Contract, shall be deleted and replaced with:

3.1 Maximum Amount of Contract

MDHHS hereby agrees to pay the Contractor an amount not to exceed the total contract amount in Schedule B Pricing Matrix for services performed in accordance with the terms of this Contract exclusively during the period identified in Schedule B Pricing Matrix.

Refer to Schedule B Pricing Matrix for established pricing.
Article IV

In Section 4., STANDARD TERMS, Item 4.42, Nondiscrimination, shall be deleted and replaced with:

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Contractor and its subcontractors agree not to discriminate against an 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

Article V

This contract shall be amended to include Section 5., FEDERAL PROVISIONS

FEDERAL PROVISIONS ADDENDUM

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

A. Federally Assisted Construction Contracts

If this contract is a "federally assisted construction contract" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,
sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction
contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraphs 1) through 8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Davis-Bacon Act (Prevailing Wage)

1) If applicable, the Contractor (and its Subcontractors) for prime construction contracts in excess of $2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

2) The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;

3) The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;

4) There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.
C. Copeland “Anti-Kickback” Act

If applicable, the Contractor must comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

D. Contract Work Hours and Safety Standards Act

If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

E. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

F. Clean Air Act

If this Contract is in excess of $150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

G. Debarment and Suspension

A “contract award” (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

H. Byrd Anti-Lobbying Amendment
None of the contract activities shall in any way, directly or indirectly, influence congressional action on any legislation or appropriation matters pending before the Congress. None of the contract activities shall be for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which legislative action is not complete. The Contractor shall require that the language of this assurance be included in the contracts of all subcontractors and that all subcontractors shall certify and disclose accordingly.

I. Procurement of Recovered Materials

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
State of Michigan
Michigan Department of Health and Human Services
Master Agreement No. PROFC17-57001 CT190000000557
Legal Representation – Prosecuting Attorney Foster Care

SCHEDULE B
PRICING MATRIX

MDHHS shall make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

<table>
<thead>
<tr>
<th>Unit Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Representation</td>
<td>$175.00/hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Period</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin date through September 30, 2017</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>October 1, 2017 through September 30, 2018</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>October 1, 2018 through September 30, 2019</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>October 1, 2019 through September 30, 2020</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>October 1, 2020 through September 30, 2021</td>
<td>$20,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$100,000.00</strong></td>
</tr>
</tbody>
</table>

MDHHS will provide timely processing of all claims for expenditure reimbursement in accordance with state regulations implementing § 2, Public Act 279 of 1984. MDHHS shall complete its processing of payments to the Contractor within 45 calendar days after receipt of the Contractor’s monthly EPR. Processing and payment may be delayed to the next available cycle for any EPR submitted after the due date.

MDHHS reserves the right to defer or disallow payment of any claim submitted by the Contractor for failure to document and provide any required paper or electronic records, statistics, or reports to MDHHS as required by this Contract. This includes documentation required by applicable state statutes or federal regulations, provided that such requests are within the capacity of the Contractor to obtain. MDHHS must provide the Contractor with 30 days notice of such an action as well as the Contractor’s right to appeal that decision.

Monthly payment = Unit Rate x IV-E Penetration Rate x County Share @ 50%

The county reimbursement rate is determined by the federal IV-E administrative cost reimbursement rate (50%), multiplied by the percentage of IV-E eligible children in out-of-home care in the Contractor’s county.
The penetration rate is defined as the percentage of IV-E eligible children in out-of-home care in the county served by the Contractor.

MDHHS calculates the penetration rate for each county on a monthly basis and develops an average quarterly penetration rate. The quarterly penetration rate shall be used in the calculation of payments.

The Contractor cannot charge MDHHS more for a provision of service than is charged to other entities for whom the Contractor provides services.

Costs incurred outside of the term of this Contract shall not be eligible for reimbursement. The unit rate(s) established in this Contract shall remain fixed for the initial term of the Contract.
August 8, 2019

To: Missaukee County Board of Commissioners

From: Precia Garland, Administrator

RE: Collections Services for Delinquent EMS Accounts

Introduction
Missaukee EMS has had an agreement with Cadillac Accounts Receivable Management (CARM) since October 23, 1996 for collections services. Delinquent accounts are referred to the collections agency after all attempts to collect payment are exhausted by our billing company. A recent review of our overall billing system determined it would be prudent to seek qualifications/proposals for such services going forward.

RFP/RFQ Solicitation
Qualifications statements and related pricing were solicited from various vendors. Three responses were received. All vendors were found to be qualified to provide services. Each offered the following pricing:

<table>
<thead>
<tr>
<th>Firm &amp; Location</th>
<th>Pricing based on age of debt placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Professional Services, Cadillac, MI</td>
<td>0-14 days 0%</td>
</tr>
<tr>
<td></td>
<td>15-105 days 19%</td>
</tr>
<tr>
<td></td>
<td>106-196 days 24%</td>
</tr>
<tr>
<td></td>
<td>197-286 days 29%</td>
</tr>
<tr>
<td></td>
<td>287+ days 34%</td>
</tr>
<tr>
<td></td>
<td>Legal accounts 50%</td>
</tr>
<tr>
<td>CARM, Cadillac, MI</td>
<td>Flat Rate 28%</td>
</tr>
<tr>
<td></td>
<td>Legal accounts 40%</td>
</tr>
<tr>
<td>First Financial Resources, Inc. Framingham, MA</td>
<td>Flat Rate 33.33%</td>
</tr>
</tbody>
</table>

Requested Action
It is requested that the Missaukee County Board of Commissioners approve Central Professional Services of Cadillac, Michigan to provide collections services to Missaukee EMS in accordance with the attached agreement, which includes the pricing schedule listed above and an option to cancel the contract given ninety (90) days’ notice.
Central Professional Services

Collection Services Agreement

This Agreement is made by and between the undersigned company (hereinafter referred to as the Client) and Central Professional Services (hereinafter referred to as CPS).

Whereas Client has need for and is interested in obtaining the services of a collection agency; and

Whereas CPS provides collection services and is interested in serving as Collection agent for Client.

Now therefore, in consideration of the mutual benefits, Client and CPS enter into the following agreement:

The Client agrees:

1. To provide CPS with certain delinquent accounts, claims, or other evidence of indebtedness (hereinafter called Claims) on a periodic basis.

2. That all Claims forwarded to CPS are warranted by Client to be valid and legally enforceable debts and that Client both before and after forwarding said Claims, will comply with all applicable federal and state laws with respect thereto. Further, Client agrees to provide, upon request of CPS a written verification of the Claim: a copy of the judgment, if any, on which the Claim is based; and any other pertinent information to enable CPS to verify a disputed Claim.

3. CPS reserves the right to cancel and return any Claim for cause.

4. That CPS shall be entitled to commission on all monies collected, including insurance payments, in accordance with its fee schedule set forth in the Addendum Terms and Conditions attached hereto and made a part hereof, whether paid direct to Client, or to CPS, as of the Acknowledgment Date of the Claim.

5. To report to CPS all payments, including insurance payments, made directly to Client within two (2) business days of receipt of such payments.

6. That, in order to prevent compromise of CPS collection effort, Client grants CPS control of account and agrees to cease communication with the debtor, and to immediately refer all debtor-initiated contact with Client to CPS in such case. Client shall obtain debtor’s identity, home address and telephone, or other telephone number (including written permission to call cell phones) and immediately relay the information to CPS.

7. That Client will not settle or compromise any Claim without CPS’s prior knowledge and agreement and that any settlement, whether payments, or as a credit against the debtor’s account, shall be considered the same as a cash payment, or collection and shall entitle CPS to its assigned fee, unless otherwise agreed upon between Client and CPS.

8. To authorize CPS to use discretionary judgment in settling Claims as payment in full after 180 days of collection effort, provided no payments have been received on the Claim and provided settlement is made in an amount not less than 80% of the initial placed Claim balance, unless otherwise agreed to by the parties and Client agrees that CPS shall be entitled to its standard commission on the settled amount.

9. To remit to CPS by the 20th of the month in which the itemized statement is issued, all commissions earned thereon by CPS. Unpaid balances carried forward shall accrue interest at a rate of 1.5% per month of the unpaid balance. If collection efforts are required, Client shall pay all costs of collection.
10. To authorize CPS to post existence of Client’s Claims on the debtors’ credit files with national credit reporting repositories as allowed by the Fair Credit Reporting Act.

11. To forward Claim placements in acceptable format and to include; responsible party’s (debtor’s) name, Social Security Number, current or last known address, debtor’s and relative’s last known telephone number, debtor’s last known employment, patient name, or service address. Client’s account number, date of last sale or service, date of last payment, balance owing and any other information which Client may deem pertinent to effect recovery of the account.

**CPS Agrees:**

1. That it will use its best effort to effect collection of Client’s Claims and that all collection activity shall be performed in compliance with all applicable federal, state and local laws governing debt collection practices.

2. That unless otherwise stipulated in the Addendum Terms and Conditions, no litigation, with respect to any Claims referred hereunder, shall be instituted in any court without the express written consent of Client.

3. To issue a monthly itemized statement of all collections, whether received by Client, or by CPS and all commissions to which CPS is entitled for the month concluded by the tenth (10th) day of the new month; and to remit, with such statement, a check for all monies due Client, as shown on said statement.

**It is mutually agreed:**

1. That Claims are accepted by CPS only with the understanding that they are not in the hands of any other collection agency or other third party; and that, if found, presently or in the future, to be placed with another agency or third party collector, CPS hereunder reserves the right to terminate said Claims, and Client shall reimburse CPS for costs expended on said Claims.

2. That as a member of CPS, Client shall be entitled to use any and all other CPS services offered presently, or in the future at the applicable service fees.

3. That each party to this Agreement shall indemnify and hold harmless the other party, to the extent provided by law, its officers, agents, and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of each party in the performance of this Agreement.

4. That CPS is authorized to endorse and deposit checks, money orders, or other negotiable instruments, made payable to the Client but received by CPS, and Client does hereby constitute and appoint CPS as its agent and attorney-in-fact for such purposes only.

5. That this Agreement shall remain in force and effect for one year, and thereafter, from year to year, on the same terms and conditions as set forth herein.

6. Either party may cancel this Agreement at any time, upon ninety (90) days written notice to the other party, and with the stipulation that CPS shall be entitled to continue collection, at the assigned commission rate, of any Claim in process of payment that was referred prior to the notice of cancellation. Claims must be officially withdrawn before giving to another Collection Agency, Attorney, any other Agent or Client directly resuming collection activity.
7. It is further agreed, however, that CPS may, at its sole election and option, discontinue service and cancel this contract for delinquency in payments, for failure of client to fulfill any statutory or other legal duty, for any violation of the terms and conditions of this Agreement, or for any other just cause.

8. That in the event of written termination of this Agreement, either voluntary or involuntary, Client’s Claims posted by CPS will be deleted from national credit reporting repositories.

9. That unless terminated by prior written notice, this Agreement shall be binding on the heirs, legal representatives, successors and assigns of the parties hereto.

10. That if any court of competent jurisdiction shall rule that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.

11. The parties hereto agree that this instrument is the full and complete Agreement between them, and is not to be altered, varied, or enlarged upon by any verbal promises, statements or representations and expressed herein. This Agreement shall not be binding upon either party until signed by CPS.

12. In the event that Legal Action is brought against the Client and/or CPS to determine the validity of the debt, CPS will cease all collection activity, remove the debt from the national credit repositories and return the Claim to the Client to respond to the lawsuit at the Client’s expense. Upon a Judgment in the Client’s favor, the Claim can be reinstated with CPS to resume normal collection efforts including reporting to the national credit repositories at the same contingency rates outlined in this agreement.

**Fees and other provisions**

Contingency fee - Client agrees to pay CPS for its collection efforts based on the following fee schedule that applies to all monies collected. No fees are charged on uncollected balances.

<table>
<thead>
<tr>
<th>First placements with electronic entry with a date of referral</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>between 0 and 14 days</td>
<td>0%</td>
</tr>
<tr>
<td>between 15 and 105 days</td>
<td>19%</td>
</tr>
<tr>
<td>between 106 and 196 days</td>
<td>24%</td>
</tr>
<tr>
<td>between 197 and 286 days</td>
<td>29%</td>
</tr>
<tr>
<td>between 287 and beyond</td>
<td>34%</td>
</tr>
<tr>
<td>Legal accounts with a signed affidavit</td>
<td>50%</td>
</tr>
</tbody>
</table>
Insurance

Commercial General Liability Insurance

CPS shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

Workers’ Compensation Insurance

CPS shall procure and maintain during the life of this agreement, Workers’ Compensation Insurance, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Verification of Coverage

CPS shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of CPS before commencement of work.

Notice of Cancellation

Workers’ Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following: “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: Precia Garland, Administrator, 111 S. Canal Street, PO Box 800, Lake City MI 49651. If any of the above coverages expire during the term of this contract, CPS shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

Failure to Maintain Insurance

Failure on the part of CPS to maintain the insurance as required shall constitute a material breach of contract, upon which the County may, after giving five (5) business days’ notice to CPS to correct the breach, immediately terminate the Agreement.

Proof of Insurance Coverage: CPS shall provide the County at the time that the agreement is returned by it for execution, certificates and policies as listed below:

a. One copy of Certificate of Insurance for Workers’ Compensation Insurance;

b. One copy of Certificate of Insurance for Commercial General Liability Insurance;

c. If so requested, Certified Copies of all policies mentioned above will be furnished.
August 8, 2019

To: Missaukee County Board of Commissioners

From: Precia Garland, Administrator

RE: Parking Lot Sink Hole Repair

Introduction
An area in the parking lot located between the jail and sheriff’s department garage approximately 30’ x 36’ has been slowly sinking over numerous years. We have been monitoring it and unfortunately, the excess rain earlier this year may have contributed to an underground void and resulting sink hole that opened next to the jail. As best can be determined, this area was once covered by the old courthouse, which was demolished following a fire in 1954. It appears that some of the courthouse debris was pushed into the hole and buried, which is now causing the sinking and underground voids.

Bid Solicitation
Given the unique and undefined nature of the project, contractors were invited to visit/inspect the site, define a proposed scope of services and offer a bid to complete those services. The project scope defined by the first contractor on site was used to review with other contractors to confirm the scope of work and receive comparable bids. Two contractors submitted bids (attached) as follows:

Pete’s Contracting, Falmouth, MI $11,899.47

CJ’s Excavating, Cadillac, MI $17,015.00

Budget
The parking lot sink hole was not anticipated as a FY19 budget expense. In reviewing this situation with Missaukee County Treasurer Lori Cox, she advises $11,900 is available from the 530 Delinquent Tax Revolving Fund, our normal source for capital projects to cover this expense. A budget amendment is necessary as follows:

<table>
<thead>
<tr>
<th>401 - Capital Projects Fund</th>
<th>Current</th>
<th>Amended</th>
<th>Difference</th>
<th>Reason for Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>401-000-0699.03 Trans In From DTRF</td>
<td>$227,044.00</td>
<td>$238,044.00</td>
<td>$11,000.00</td>
<td>Sink Hole Project</td>
</tr>
<tr>
<td>Total</td>
<td>$227,044.00</td>
<td>$238,044.00</td>
<td>$11,000.00</td>
<td></td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>401-000-670.02 Capital Outlay-Facilities</td>
<td>$202,700.00</td>
<td>$214,600.00</td>
<td>$11,900.00</td>
<td>Sink Hole Project</td>
</tr>
<tr>
<td>Total</td>
<td>$202,700.00</td>
<td>$214,600.00</td>
<td>$11,900.00</td>
<td></td>
</tr>
</tbody>
</table>

Requested Action
It is requested that the Missaukee County Board of Commissioners consider taking the following actions:

1. Approving the low bid from Pete’s Contracting in the amount of $11,899.47.

2. Approving the budget amendment as noted to 401-Capital Projects Fund to appropriate $11,900, with the source of funding from the Delinquent Tax Revolving Fund.
Pete's Contracting, Inc.
5791 S. McVety Road
Falmouth, MI 49632

Name / Address
Missaukee County Buildings & Grounds
Attn: Jeff Lyle, Supervisor
P.O. Box 800, 111 S. Canal St.
Lake City, MI 49651

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair sinkhole and settling asphalt north side of Sheriff's Dept.</td>
<td></td>
<td>7,679.50</td>
<td></td>
<td>7,679.50</td>
</tr>
<tr>
<td>36x30 patch</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove &amp; replace asphalt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saw cut edges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place 25cy 22A Gravel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allowance for flowable fill in sink hole $500 (included in total)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If both projects are done at the same time (Proposal #582 & #583) a total
deduct of $2050.00 off the total.
Proposals $13,949.47 before deduct.
After deduct $11,899.47 if project done at same time.

Thank you for the opportunity to Quote you.

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Fax #</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>(231)328-4701</td>
<td>(231) 328-4774</td>
<td><a href="mailto:petescr@centurytel.net">petescr@centurytel.net</a></td>
</tr>
</tbody>
</table>

Subtotal                              $7,679.50
Sales Tax (6.0%)                      $0.00
Total                                  $7,679.50

Acceptance Signature & Date
Pete's Contracting, Inc.
5791 S. McVety Road
Falmouth, MI 49632

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install 2' catch basin and 74' of 8&quot; storm piping</td>
<td></td>
<td>6,269.97</td>
<td></td>
<td>6,269.97</td>
</tr>
<tr>
<td>Remove &amp; replace asphalt for storm pipe</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saw cut edges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place 10cy 22A Gravel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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</table>

Subtotal $6,269.97
Sales Tax (6.0%) $0.00
Total $6,269.97

Acceptance Signature & Date
July 22, 2019

PROPOSAL

Proposal submitted to:
Missaukee County
110 S Pine St
Lake City, MI 49651

Work to be performed at:
Missaukee Sheriff’s Dept
Lake City, MI

We hereby propose to furnish and perform the labor necessary for the completion of:

Missaukee County Parking Lot and Drainage Project

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cut 280 ft asphalt</td>
<td>$1,120.00</td>
</tr>
<tr>
<td>Remove asphalt</td>
<td>$875.00</td>
</tr>
<tr>
<td>Place 22A gravel</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Place 2’ catch basin</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Place 75’ 8” pipe</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>Core Existing manhole</td>
<td>$750.00</td>
</tr>
<tr>
<td>Compact, fine grade</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Restore(Topsoil, seed &amp; Mulch)</td>
<td>$750.00</td>
</tr>
<tr>
<td>Flowable fill</td>
<td>$500.00</td>
</tr>
<tr>
<td>Asphalt patch</td>
<td>$5,670.00</td>
</tr>
</tbody>
</table>

Total                                      | $17,015.00 |

- No permits, if necessary.

The above work will be completed in a substantial workmanlike manner with payment due upon completion.

Respectfully submitted by CJ’s Excavating
Per Margie Johnson

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date________________________ Signature________________________

CJ's is an Equal Opportunity Employer