

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN THE

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

AND THE

**TREASURER OF THE COUNTY OF MUSKEGON, MICHIGAN**

CREATING THE

**MUSKEGON 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, MCL 124.751 TO 124.774, between the **MICHIGAN LAND BANK FAST TRACK AUTHORITY**, a Michigan public body corporate and politic, and the **TREASURER OF THE COUNTY OF MUSKEGON, MICHIGAN**, for the purpose of establishing and creating the **MUSKEGON 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, MCL 124.751 to 124.774, the 92<sup>nd</sup> 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 is created as a public body corporate and politic 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, MCL 124.751 to 124.774, 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 Muskegon, Michigan is a foreclosing governmental unit under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, 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 Muskegon, 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 Muskegon, Michigan agree to the following:

### **ARTICLE I** **DEFINITIONS**

As used in this Agreement:

**Section 1.01. “Act 7”** means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 TO 124.512.

**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 Muskegon, 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. “City of Muskegon”** means the City of Muskegon, County of Muskegon, Michigan, a Michigan municipal corporation.

**Section 1.05. “County Authority”** means the Muskegon 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 Muskegon, Michigan.

**Section 1.08. “Executive Director”** means the executive director of the County Authority selected under Section 4.12.

**Section 1.09. “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 Muskegon, Michigan.
- (e) The Agreement is filed with the County Clerk for the County of Ingham, Michigan.
- (f) The Agreement is filed with the Secretary to State.

**Section 1.10. “Fiscal Year”** means the fiscal year of the County Authority, which shall begin on January 1 of each year and end on the following December 31.

**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. “Muskegon County”** means the County of Muskegon, Michigan.

**Section 1.14. “Land Bank Act”** means the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 TO 124.774.

**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 Muskegon 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 the 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 “Muskegon County Land Bank Authority” for the purposes of acting as an authority under the Land Bank Act and administering and executing 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 Muskegon, 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 single business tax under the Single Business Tax Act, 1975 PA 228, MCL 208.1 to 208.145, and 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 Section 4.02:

- (a) The Treasurer.
- (b) Three members of the County Board regardless of where residing, appointed by the County Board.
- (c) One elected official of a township located in Muskegon County, the appointment to the County Authority Board to be made by the County Board.
- (d) One elected official of the City of Muskegon appointed by the County Board.
- (e) One elected official of the City of Muskegon Heights appointed by the County Board.

**Section 4.02. Appointments by Elected County Executive.** If Muskegon County adopts a unified form of county government providing for an elected county executive under 1973 PA 139, MCL 45.551 to 45.573, or if Muskegon 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(b) shall be made by the elected county executive.

**Section 4.03. Term of Office.** Except as otherwise provided under this section, the members of the County Authority Board appointed under Sections 4.01(b) through 4.01(e) shall be appointed for a term of three (3) years. To provide for staggered terms, of the members initially appointed under Section 4.01(b) through 4.01(e), one (1) member shall be appointed for a term expiring December 31, 2006, one (1) member shall be appointed for a term expiring December 31, 2007, two (2) members shall be appointed for a term expiring December 31, 2008. After the expiration of the initial terms, members appointed under Section 4.01(b) through 4.01(e) shall be appointed in the same manner as the original appointments but for terms of three (3) years.

**Section 4.04. Removal.** A member of the County Authority Board appointed under Section 4.01(b) through 4.01(e) may be removed for cause by the County Board as defined in the bylaws of the authority.

**Section 4.05. Vacancies.** A vacancy among the appointed members of the County Authority Board appointed under Section 4.01(b) through (e) 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 both seen and 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.
- (j) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

**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. Chairman.** The Treasurer shall be the Chairman 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.

**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, 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, 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 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 governing body before the board takes any action on the matter.

**Section 4.15 Relationship to the County.** The County Authority shall exercise its powers, duties, functions and responsibilities independently of the County Board. Subject to available appropriations, Muskegon 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, 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 appropriations.
- (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 an 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 law 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 Environmental Quality 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 Environmental Quality 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.

**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 shall 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 shall 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 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 September 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.

**Sections 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 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) 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 Muskegon 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 9.09. 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 Sections 6419 and 6419a of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6419 and 600.6419a, any and all claims against the State Authority must be brought and maintained in the Court of Claims in Ingham County notwithstanding Section 6421 of the Revised Judicature Act of 1961, MCL 600.6421.

**Section 9.10. Amendment.** This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

**Section 9.11. 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, a Michigan public body corporate**

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

**COUNTY OF MUSKEGON**

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_

James J. Derezinski  
Chairman, Muskegon County Board  
of Commissioners

Dated: \_\_\_\_\_, 2006

By: \_\_\_\_\_

Tony Moulatsiotis, Treasurer