



Cheboygan County Board of Commissioners

MISSION STATEMENT

Cheboygan County officials and staff will strive to provide public services in an open and courteous manner and will responsibly manage county resources.

Committee of the Whole Meeting

January 22, 2019

9:30 a.m.

Agenda

1. Call to Order
2. Roll Call
3. Invocation/Pledge of Allegiance
4. Approve Agenda
5. **CITIZENS COMMENTS**
6. **SCHEDULED VISITORS/DEPARTMENT REPORTS**
 - A. Certificate of Appreciation – Patti Hansen
 - B. Introductions: Prosecutor Melissa Goodrich, Assistant Prosecutor Amber Libby and Clerk Sarah Hartman
 - C. Megan Anderson – EOC/Emergency Management Update
7. **ADMINISTRATOR'S REPORT**
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - A. 2019 National Crime Victim Rights Grant
 - B. Ratify Submittal of 2019 Medical Marijuana Operation & Oversight Grant
 - C. Rieth-Riley Jail/Storage Building Pavement Agreement
 - D. Maintenance Director Employment Agreement
10. **BOARD MATTERS FOR DISCUSSION**
11. **CITIZENS COMMENTS**
12. **BOARD MEMBER COMMENTS**
13. **ADJOURN TO THE CALL OF THE CHAIR**



Cheboygan County Board of Commissioners' Meeting

January 22, 2019

Title: National Crime Victims' Grant

Summary: The County is eligible for grant funding from the Prosecuting Attorneys Association of Michigan for Public Awareness for Crime Victim Rights Week for 2019.

Financial Impact: Last year the County received \$400.00 and estimates a similar award this year.

Recommendation: Authorize grant submittal and execution of all other necessary grant documents by the County Board Chairperson after review from Finance Director and Legal Counsel (if Applicable).

Prepared by: Melissa Goodrich

Department: Prosecuting Attorney

2019 NATIONAL CRIME VICTIMS RIGHTS WEEK

Honoring Our Past. Creating Hope for the Future

Application for Funding

DEADLINE: January 31, 2019

Please download this document to your computer, fill out the form (below), then re-save/name and attach it to your email to send back.

YOUR CONTACT INFORMATION

PLEASE FILL OUT COMPLETELY

County: Cheboygan

Contact Name: Celeste Charboneau

If Funding is granted, make checks payable to: Cheboygan County – Victim’s Rights Unit

Mail Check to: Cheboygan County Prosecutor’s Office – Victim’s Rights Unit

Address: 870 S. Main St., Room 143

City, State, ZIP: Cheboygan, MI 49721

1. Please provide a list of the activities you are planning for CVR Week 2017. Explain how each activity will raise public awareness:

We would like to have another luncheon to bring our victims of Domestic Violence and Sexual Assault together. Our hope is to have our victims come together and discuss how we can help victims in the future with these difficult situations. We want our victims in the county to know about the support systems in our area.

2. If you are forming a planning committee with other victim service agencies within your county, please list those agencies/parties:

n/a

3. If you are collaborating /coordinating with other victim organizations/agencies in your county, please list:

Women’s Resource Center

4. How do your plans differ from past years?

This is the same as last year. Hoping to reach more victims.

2019 NATIONAL CRIME VICTIMS RIGHTS WEEK

Honoring Our Past. Creating Hope for the Future

5. Are you focusing your activities on a particular population? If so, which one?

Other: [Adult](#)

6. Are you planning on focusing on a particular type of crime (such as domestic violence, child abuse, sexual assault, elder abuse, etc.)? If so, which one(s), and what is your approach?

[Domestic Violence and Sexual Assault Victims](#)

7. Do you plan to engage local/state media to bring attention to CVR Week 2017 and victim issues? If so, please describe what you are planning for each type of media coverage:

[We plan on advertising in our local newspaper and inviting our local TV station.](#)

REMEMBER: DEADLINE FOR FUNDING APPLICATION IS JANUARY 31, 2019.

Submit your application to:

Sue Palin, PAAM Victim Rights Conference Coordinator

palins@michigan.gov

Questions? Email or call Sue at (517) 334-6060, ext. 804



Cheboygan County Board of Commissioners' Meeting

January 22, 2019

Title: 2019 Medical Marihuana Operation and Oversight Grant

Summary: The State of Michigan has designated the use of Medical Marihuana Operation and Oversight funds to provide education programs through the Health Department. This grant was released by the State in late December and had to be submitted prior to the meeting. The County will be the fiduciary agency for the grant funds.

Financial Impact: \$6,113

Recommendation: Motion to ratify submittal of 2019 Medical Marihuana Operation and Oversight Grant.

Prepared by: Jeffery B. Lawson

Department: Administrative

**Department of Licensing and Regulatory Affairs
Bureau of Medical Marihuana Regulation**

Medical Marihuana Operation and Oversight Grants

2019 Grant Application

Authority: Michigan Medical Marihuana Act
2008 IL 1, Section 6(l), MCL 333.26426

This application must be submitted electronically to Shaun Lampkins at LampkinsS@michigan.gov at the Bureau of Medical Marihuana Regulation on or before January 1, 2019.

Section I: Grant Applicant Information

Cheboygan County

Applicant

VS CV 0047969
SIGMA Vendor Customer ID No.

870 S Main Street, Cheboygan, MI 49721
Mail Code

Section II: Grant Administrator Information

Name Jeff Lawson

870 S Main Street
Address

Cheboygan

MI

49721

City

State

Zip Code

231-627-8855

adminlawson@cheboygancounty.net

Area Code/Telephone Number

Email Address

Section III: Description of Grant Program

Funds must be used for education, communication and outreach regarding the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430. On county letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies, if applicable.
- Describe the impact will these funds have on the community and what you hope to accomplish.
- Explain how these funds will be combined with other funding to complete the project, if necessary
- Explain anticipated outcomes that will result from this grant.
- Submit a detailed budget showing how the requested funds will be expended.

Section IV: Certification

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation, no later than September 15, 2019. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2018 PA 207.

Jeffrey B. Lawson

12-31-18

Signature of County Grant Administrator (Original Signature Required)

Date

County Administrator

Title



Cheboygan County

Board of Commissioners' Meeting

January 22, 2019

Title: Rieth-Riley remaining Jail/Storage Building Pavement Agreement

Summary: In order to close out the Jail/Storage Building Project prior to next spring, the remaining pavement cost will be deducted from the BCI and Kujawa Agreements. The attached agreement coordinates directly with Rieth-Riley to complete remaining pavement work in the spring.

Financial Impact: NA

Recommendation: Motion to approve agreement with Rieth-Riley to complete Jail/Storage Building pavement project in the amount of \$25,542.00

Prepared by: Jeffery B. Lawson

Department: Administration



RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

Proposal

06795 US 31 North Charlevoix, MI 49720 Phone: (231) 439-5757 Fax: (231) 347-8862 www.rieth-riley.com

Submitted To: Cheboygan County **Job Name:** Cheb Co Jail Add. & Storage Paving
Attn: Jeff Lawson **Location:** 870 S. Main
870 S. Main Cheboygan, MI 49721
Cheboygan, MI 49721

Date: January 11, 2019

Rieth-Riley Construction Co., Inc ("Contractor") submits to Owner/ General Contractor ("Customer") this Proposal based on plans and specifications prepared by n/a and dated n/a and the following addenda, if any: n/a

Included

<u>Yes/No</u>	<u>Item of Work</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description of Items</u>
Yes	Mobilization	1	Each	Paving Crew
Yes	Sweep & Bondcoat	1	LSUM	Prior to top course paving
Yes	Asphalt Paving	15255	Sft	1.5 Inch average compacted thickness
Yes	Pavement Markings / sealing	1	LSUM	Per plans

Notes:

- Pricing is based on completing top course paving on County Jail Addition and Jail Storage project, as per project plans and specifications and as bid in 2018.

Balance of Jail Storage Contract: \$12,048.00
Balance of Jail Addition Contract: \$13,494.00

Total Bid Price: \$25,542.00

THIS PROPOSAL SHALL REMAIN VALID ONLY FOR 30 DAYS FROM THE ABOVE PROPOSAL DATE.

THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT.

Rieth Riley Construction Co., Inc.

By: Michael G. Ellwanger
Mike Ellwanger, Project Manager
mellwanger@rieth-riley.com

ACCEPTANCE OF PROPOSAL

I (we) have read the above Proposal, including the standard terms & conditions on the reverse side, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.

Cheboygan County

By: _____
(Authorized Signature)

(Date Signed)

(Printed Name & Title)

STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. ~~This Proposal's prices are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price increases at the time Contractor commences performance of the work covered by this Proposal, we reserve the right to adjust the Proposal prices consistent with the increase in the price of the asphalt cement.~~ *ME.*
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Contractor) upon which any material is to be placed.
3. Other than as expressly provided for in this Proposal, Contractor makes no express or implied warranties, including warranties of merchantability or fitness for a particular purpose. Customer's sole remedy for breach of warranty is limited exclusively to removal and replacement of the defective work. Other than removal and replacement, Rieth-Riley has no other liability for any type of damage, whether incidental, consequential or otherwise.
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. Sales tax is included in this Proposal. Customer is required to provide a valid sales tax exemption certificate if no sales tax is to be included.
provided on the reverse side.
9. Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. Payment is due upon customer's receipt of invoices issued, unless stated otherwise, whether progress or final, for work completed to date. If prompt payment is not received, Contractor will suspend work in progress.
11. Nothing herein contained shall be construed as a waiver or modification of Contractor's statutory lien rights, which lien rights Contractor will exercise if payment by Customer is not promptly made.
12. A service charge of 1½% per month, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite. Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation or policy.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal. This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.

"LICENSE NO. 2106176414 A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to MCL 338.3511 to 338.3569. A mechanical contractor is required to be licensed under the Forbes mechanical contractor act, 1984 PA 192, MCL 338.971 to 338.988.



Cheboygan County Board of Commissioners' Meeting

January 22, 2019

Title: Maintenance Superintendent Employment Agreement- Darian Hughey

Summary: The position of Maintenance Superintendent was advertised by the County on the County web site and local papers. County received approximately 12 applications for the position and interviewed 4. Mr. Hughey will be promoted from the Custodian II position.

Financial Impact: Position salary begins at \$48,000.00 plus benefits.

Recommendation: Motion to approve employment agreement with and appoint Darian Hughey as Maintenance Superintendent.

Prepared by: Jeffery B. Lawson

Department: Administrative

Employment Agreement

THIS AGREEMENT, is made and entered into to be effective the 14th day of January, 2019 by and between the Cheboygan County, a municipal corporation, whose address is 870 South Main Street, P.O. Box 70, Cheboygan, Michigan 49721 (hereinafter called "Employer") and Darian Hughey, whose address is P.O. Box 98, Mullet Lake, Michigan 49761 (hereinafter called "Employee").

In consideration of the mutual promises contained herein the parties hereby agree as follows:

Section 1: Term

The term of this Agreement shall be three (3) years, beginning January 14, 2019 and ending January 13, 2022.

Section 2: Duties and Authority

Employer hereby employs Employee as the Cheboygan County Maintenance Superintendent for the term of this Agreement under the terms and conditions specified herein. Employee shall perform the functions and duties specified in the job description, attached hereto and incorporated herein by reference as Exhibit A. In addition, Employee shall perform such additional duties assigned by Employer. Except as provided in Section 12, during the term of this Agreement, Employee shall not engaged in any other business activity or accept any other employment, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

Section 3: Compensation

- A. Employer agrees to pay Employee an annual base salary of FORTY-EIGHT THOUSAND and 00/100 DOLLARS (\$48,000.00), payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided by the Employer during the term of this Agreement.
- C. Employer agrees to consider in the sole exercise of its discretion increases in the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 10 of this Agreement. Any increased compensation can be in the form of a salary increase.

Section 4: Health, Disability and Life Insurance and other Fringe Benefits

- A. The Employer agrees to provide and pay up to the designated cap as set by the Employer each year for medical insurance as provided to other non-union employees. The Employer agrees to pay for the cost of optical and dental insurance as provided to other non-union employees.
- B. The Employer agrees to put into force and to make required premium payments for long term disability coverage for the Employee on the same terms and conditions provided to other non-union county administrative employees.

- C. The Employer shall at its sole expense provide Employee with a term life insurance policy with a death benefit of \$15,000. Employee shall have the right to designate the beneficiaries on this life insurance policy and shall pay any required income or other taxes that may accrue as a result of the Employer providing this life insurance policy.
- D. The Employer participates in the Michigan Municipal Employees Retirement System (MERS). The Employee's retirement benefit shall be the MERS B-4 Plan. Under this Plan, the Employee shall contribute three and one-half percent (3.5%) of Employee's gross compensation each year to the plan. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.
- E. The Employer shall provide Employee with the use of a motor vehicle owned by Employer for the primary purpose of official business. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the operation, maintenance, and repair of the motor vehicle.
- F. The Employee shall be entitled to the same paid holidays as other non-union administrative employees.

Section 5: Sick, Vacation, and Personal Leave

- A. During the term of this Agreement, the Employee shall be entitled to sick days to be used in the case of Employee's illness. Employee shall accrue sick days at a rate of one (1) day per month, up to a total of ninety (90) days.
- B. During the term of this Agreement, the Employee shall be entitled to eighteen (18) paid vacation days, credited at the time of employment and renewed January 1 each year during the term of this Agreement.
- C. During the term of this Agreement, the Employee shall be entitled to three (3) paid personal leave days, credited at the time of employment and renewed January 1 each year during the term of this Agreement.
- D. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued and unused vacation time, prorated to the date of termination at the Employee's rate of compensation in effect at the time of termination. In addition, the Employer agrees to make a contribution to the Employee's MERS Retirement Plan on the value of this compensation calculated using the rate ordinarily contributed on regular compensation. Employee, however, shall not be compensated for accrued and unused sick or personal leave days.

Section 6: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth,

and advancement, and for the good of the Employer as approved in the budget process each year.

- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer as approved in the budget process each year.

Section 7: Termination

The Employer and the Employee may mutually terminate this Agreement with or without cause at any time. For the purpose of this Agreement, the employment relationship established in this Agreement shall terminate when any one of the following occurs:

- A. The Employer may terminate this Agreement without cause upon thirty (30) days advanced notice. Provided, however, Employer, at its sole discretion, may terminate this Agreement without cause and without advanced notice upon payment to Employee of severance compensation equal to thirty (30) days salary at Employee's rate of compensation in effect at the time of termination.
- B. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee to a degree greater than the average reduction of all department heads within the county, then Employee shall have the right, upon thirty (30) days advanced written notice to the Employer, to terminate this Agreement.
- C. If the Employee resigns following an offer to accept a resignation made by the Employer, then Employee may declare a termination of this Agreement as of the date of the requested resignation.
- D. Employee may resign from employment for any reason not specified in this section upon thirty (30) days advanced written notice to the Employer.
- E. This Agreement shall automatically terminate upon the death of the Employee, in which case Employee's estate shall be entitled to receive the compensation due the Employee for a termination of this Agreement.
- F. Employer may terminate this Agreement immediately for cause. "For Cause" shall be defined to mean any of the following circumstances:
 - (a) any material breach of this Agreement;
 - (b) conviction of a misdemeanor resulting in a term of incarceration, a felony, or any crime involving moral turpitude or dishonesty;
 - (c) the willful, wanton, negligent or reckless commission of or participation in any act or omission which has a significantly adverse impact upon the Employer;
 - (d) two performance evaluation scores with a performance evaluation of "unsatisfactory." The Employee shall have at least 90 days after the first evaluation to meet with the County Administrator to develop an action plan to address the concerns raised in the evaluation; or

- (e) other actions commonly recognized as “just cause” by employment relations arbitrators.

A termination for cause under this subsection shall immediately terminate Employer’s obligation to pay Employee’s salary. However, Employee shall be entitled to payment for all accrued and unused vacation time, prorated to the date of termination at the Employee’s rate of compensation in effect at the time of termination as provided in Section 5.D of this Agreement.

Section 8: Severance

- A. Severance shall be paid to the Employee only when employment is terminated as specified in Section 7.A-C of this Agreement. If Employee resigns as specified in Section 7.D of this Agreement or is terminated for cause as specified in Section 7.F of this Agreement, then the Employer is not obligated to pay severance.
- B. Any severance required be paid under this section shall be equal to thirty (30) days salary at the Employee’s rate of compensation in effect at the time of termination. This severance shall be paid in a lump sum, unless otherwise agreed to in writing by the Employer and the Employee.
- C. When employment is terminated as specified in Section 7.A-C of this Agreement, the Employer shall pay the cost to continue eye and dental insurance coverage for two persons, as provided in Section 4.A of this Agreement, for no more than one (1) month following termination:

Section 9: Disability

If Employee is permanently disabled or is otherwise unable to perform the duties of employment because of sickness, accident, injury, mental incapacity, or health for a period of six (6) months, the Employer shall have the option to terminate this Agreement immediately. A termination under this section shall immediately terminate Employer’s obligation to pay Employee’s base salary. However, Employee shall be entitled to payment for all accrued and unused vacation time, prorated to the date of termination at the Employee’s rate of compensation in effect at the time of termination as provided in Section 5.D of this Agreement.

Section 10: Performance Evaluation

During the term of this Agreement Employer, acting through the county administrator, shall review the performance of the Employee no less than once every two years, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon in writing by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. In the event of an unsatisfactory evaluation, the Employee shall be given no less than six (6) months to correct the identified performance deficiencies before the next performance evaluation by the Employer.

Section 11: Hours of Work

Employee shall devote no less than forty (40) hours each week to performing the duties of employment under this Agreement.

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities may exist, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with the employment responsibilities under this Agreement.

Section 13: Indemnification

The Employer shall indemnify and hold harmless Employee and Employee's heirs and assigns from any and all damages, legal fees or expenses, or awards, demands, rights, causes of action of any kind or nature, losses, claims and actions which may, do, or shall arise out of or grow out of any known or unknown, accrued or unaccrued claims for any type of damage or loss whatsoever which may occur within the scope of the duties of employment under this Agreement. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any state or federal law.

Section 16: Notices

Notice pursuant to this Agreement shall be given in writing and shall be delivered personally or by depositing in the custody of the United States Postal Service, postage prepaid, addressed to the Cheboygan County Administrator on behalf of Employer and to Employee at the addresses specified in this Agreement. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or

between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Agreement.

- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. The Employee may not assign any of Employee's rights or delegate any of Employee's duties under this Agreement.
- D. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.
- E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, this Agreement has been executed to be effective on the day and year set forth above.

CHEBOYGAN COUNTY

Date: _____

By: _____
John B. Wallace

Its: Chairperson

Date: _____

Darian Hughey