

AGREEMENT

BETWEEN

ST. CLAIR COUNTY, MICHIGAN, AND

ST. CLAIR COUNTY LAND BANK

This agreement is entered into the 7th day of Sept, 2011 between **ST. CLAIR COUNTY, MICHIGAN**, a county of Michigan having its principal offices at 200 Grand River Avenue, Ste. 203, Port Huron, MI 48060 (hereinafter referred to as "St. Clair County") and the **ST. CLAIR COUNTY LAND BANK**, a public body corporate created pursuant to 2003 P.A. 258, MCL 124.773(4), having its principal offices at 200 Grand River Avenue, Ste. 202, Port Huron, Michigan 48060 (hereinafter referred to as the "St. Clair County Land Bank")

WHEREAS, the Michigan Land Bank Fast Track Act, 2003 P.A. 258, MCL 124.751 et seq., (the "Land Bank Act") created the Michigan Land Bank Fast Track Authority (the "State Land Bank"); and,

WHEREAS, the St. Clair County Land Bank was created pursuant to and in accordance with the Land Bank Act and the Intergovernmental Agreement between St. Clair County, Michigan and the Michigan Land Bank Fast Track Authority dated July 9, 2009 (the "State Agreement"); and,

WHEREAS, the St. Clair County Land Bank is authorized by Sections 4(1) and 4(3) of the Land Bank Act to enter into contracts and agreements necessary for the performance of its duties and exercise of its powers, including, but not limited to, inter-local agreements pursuant to the Urban Cooperation Act of 1967, 1967 P.A. 7, MCL 124.501; and,

WHEREAS, St. Clair County and the St. Clair County Land Bank desire to enter into this agreement for the exercise of certain powers, duties, functions and responsibilities as set forth here, and for related purposes.

NOW, THEREFORE, in consideration of the covenants set forth herein, St. Clair County and the St. Clair County Land Bank enter into this Agreement pursuant to the Land Bank Act through their duly authority representatives in accordance with the authority set forth in the Michigan Constitution and laws of the State of Michigan.

Section 1. Purchasing and Procurement. St. Clair County and the St. Clair County Land Bank shall cooperate and collaborate in the application of and utilization of purchasing and procurement policies and procedures of St. Clair County to the activities of the St. Clair County Land Bank. The purchasing and procedure policies and procedures shall apply to the acquisition of fixtures, supplies and equipment, to contracts for demolition, and to ordinary service contracts. The St. Clair County Land Bank shall also have the right, but not the obligation, to

utilize the administrative services of St. Clair County provided by Building and Grounds. Such policies and procedures shall not be applicable to the following:

- (a) To professional services agreements entered into by the St. Clair County Land Bank;
- (b) To real estate acquisition, disposition and development activities of the St. Clair County Land Bank;
- (c) To such St. Clair County Land Bank Programs as are approved by the Board of Directors of the St. Clair County Land Bank for neighborhood clean-up activities undertaken by neighborhood groups and associations; and,
- (d) To real property rehabilitation programs of the St. Clair County Land Bank, which programs shall be administered by the St. Clair County Land Bank using a competitive sealed bid process, which is consistent with St. Clair County procurement policies.

Section 2. Tax Foreclosures. The following provisions shall apply to tax foreclosed properties:

- (a) With respect to the property designated in writing by the St. Clair County Land Bank, St. Clair County agrees to assign to the St. Clair County Land Bank its rights under Sections 78m(1) and 78m(3) of the General Property Tax Act, 1893 P.A. 206, MCL 211.78m(1), 211.78m(3) to exercise the option to acquire title to property forfeited under the provisions of the General Property Tax Act.
- (b) With respect to any property that would otherwise be automatically transferred to the Treasurer of St. Clair County pursuant Section 78m(7) of the General Property Tax Act, 1893 P.A. 206, MCL 211.78(8) (the "Section 78m(7)" properties), the St. Clair County Land Bank agrees to accept title to such properties from St. Clair County at the written request of the St. Clair County Treasurer acting as the County Foreclosing Governmental Unit. As to any and all such Section 78(m)(7) properties that are transferred to the St. Clair County Land Bank at the written request of St. Clair County, the St. Clair County Land Bank shall have full and complete discretion in the terms and conditions of the subsequent disposition of such properties, and sole and complete right to the proceeds of such dispositions. As to any and all such Section 78m(7) properties, St. Clair County shall have responsibility for all risk management policies, procedures and coverage to the full extent that such properties remained owned by St. Clair County.
- (c) St. Clair County shall cooperate with the St. Clair County Land Bank in identifying and transferring to the St. Clair County Land Bank tax reverted properties located in Lapeer County, the title to which involuntarily vested in St. Clair County under the General Property Tax Act, 1893 P.A. 206.
- (d) St. Clair County and the St. Clair County Land Bank acknowledge and agree that Section 14(4) of Land Bank Act provides that the transfer to the St. Clair County Land Bank of tax reverted property is an involuntary transfer and that the St. Clair County Land Bank has governmental immunity and any other legal defenses related to the property in the same manner as when held by St. Clair County. St. Clair County and the St. Clair County Land Bank acknowledge and agree that

transfers and acquisitions pursuant to Section 14(4) of the Land Bank Act are within the scope of such involuntary transfers.

Section 3. Demolition. St. Clair County acknowledges that agreements exist at the present time and may exist in the future, between the local units of government within St. Clair County and the Treasurer, St. Clair County, for payments by such local unit of government to the Treasurer for demolition activities. St. Clair County further acknowledges and agrees that any such demolition activities shall, at the request of the Treasurer, be administered and performed by or on behalf of St. Clair County Land Bank, including the awarding of bids and execution of contracts by the St. Clair County Land Bank, all of which shall be done in a manner consistent with the procurement policies of St. Clair County.

Section 4. Motor Pool. The St. Clair County Land Bank shall have the right to utilize the services of the motor pool facilities and resources of St. Clair County.

Section 5. Creation of Affiliations. St. Clair County and the St. Clair County Land Bank acknowledge and agree that the St. Clair County Land Bank shall have the power to create separate public corporations as may be necessary and appropriate to effectuate the powers and purposes of the St. Clair County Land Bank. The creation of any such independent corporations shall be subject to the advance approval of St. Clair County.

Section 6. Severability. The provisions of this Agreement are severable, in the sense that any invalidity of, or of inability to implement, any one or more provisions, or any one or more applications thereof, shall not render such provisions to any other extent or application, or any other provisions, ineffective, provide that such other extent, application or provisions remain capable of being implemented in substantial conformance with their intended effect.

IN WITNESS WHEREOF, St. Clair County and the St. Clair County Land Bank, acting by and through their duly authorized representatives, have executed this agreement as of the date and year first above written.

ST. CLAIR COUNTY, MICHIGAN

By: _____
Board Chair

ST. CLAIR COUNTY LAND BANK

By: _____