

GOGEBIC COUNTY BOARD OF COMMISSIONERS
Regular Meeting
February 10, 2021
County Courthouse
Bessemer, MI 49911
5:00 P.M.

AGENDA

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

APPROVAL OF THE MINUTES (Regular Meeting, January 27, 2021)

APPROVAL OF AGENDA

CITIZENS WISHING TO ADDRESS THE COUNTY BOARD ON AGENDA ITEMS
(5-minute limit)

APPEARANCES:

1. Sheriff Pete Matonich (Re: 202 Year End Activity Report)
2. John Frello (Re: Veteran's Snow & Lawn Maintenance Agreement)

COMMUNICATIONS:

1. Mike Harma (Re:MDOT Contract #2021-0151)

OTHER MATTERS:

ADMINISTRATOR UPDATES:

PUBLIC COMMENT (5-minute limit)

ADJOURNMENT

GOGEBIC COUNTY BOARD OF COMMISSIONERS

Regular Meeting Minutes

January 27, 2021

County Courthouse

Bessemer, MI 49911

5:00 p.m.

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Chairman Lorenson. Following the Pledge of Allegiance, roll call was taken.

ROLL CALL:

Present: (5) Byrns, Bonovetz, Orlich, Laabs, Lorenson
Absent: (2) Peterson, Siirila

APPROVAL OF THE MINUTES (January 13, 2021 meeting minutes)

A motion was made by Bonovetz, supported by Orlich and carried by unanimous voice vote to approve the minutes

APPROVAL OF AGENDA

A motion was made by Bonovetz, supported by Byrns, and carried by unanimous voice vote to approve the agenda with three additions that will be taken up in **Other Matters**

**CITIZENS WISHING TO ADDRESS THE COUNTY BOARD ON AGENDA ITEMS
(5-minute limit)**

There were none

COMMITTEE SUMMARY REPORTS:

1. Finance, Budgeting & Auditing Committee, 12/22/2020

A motion was made by Byrns, supported by Orlich, and carried by unanimous voice vote to receive the report and place it on file.

APPEARANCES:

- 1. Darla Lenz & Tony Holland - USFS (Re: Gogebic County Resource Advisory Committee)** Ms. Lenz presented the benefits of the Resource Advisory Committee and the possibility of combining Gogebic and Ontonagon into one committee. Some discussion took place with positive feedback from the County

COMMUNICATIONS:

- 1. Grand Traverse County Board of Commissioners (Re: Resolution 8-2021)**

A motion was made by Bonovetz, supported by Laabs to receive the communication and place it on file

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2. Lisa Hewitt - Gogebic County Treasurer (Re: Credit Card request) Ms. Hewitt asked the board for approval to cancel the County credit card for former Clerk Gerry Pelissero and open one in Ramona Collins name for the same amount. A motion was made by Byrns and supported by Orlich and Bonovetz for the Treasurer to make that switch.

ROLL CALL:

Present: (5) Bonovetz, Orlich, Laabs, Byrns, Lorenson
Motion Carried.

TRIAL BALANCE/CASH BALANCE:

A motion was made by Bonovetz, supported by Laabs, and carried by unanimous voice vote to approve the report as presented.

GENERAL FUND REVENUE AND EXPENDITURE CONTROL:

A motion was made by Bonovetz, supported by Byrns, and carried by unanimous voice vote to approve the reports as presented.

CLAIMS AND ACCOUNTS:

A motion was made by Orlich, supported by Byrns to pay the claims as presented.

Roll Call:

YES: (5) Orlich, Laabs, Byrns, Bonovetz, Lorenson
No: (0) None

Motion carried.

OTHER MATTERS:

- 1. Trail Compliance Report (Re: Bessemer to Ramsay portion of Iron Belle)** A brief question and answer period took place. A motion was made by Bonovetz, supported by Byrns to authorize proper signatures on the report.

Roll Call:

YES: (5) Laabs, Byrns, Bonovetz, Orlich, Lorenson
NO: (0) None

Motion carried.

- 2. Committee Appointments - As recognized by the Personnel Committee the following appointments were approved.**

Gogebic County Transit Authority
Carrie Hampston (3 years term)
Bill McMullin (3 year term)

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Gogebic County Fair Board

Crystal Suzik (3 year term)

Gogebic Community Mental Health Authority

Bill Malloy (3 year term)

A motion by Byrns was made to accept all appointments as presented, supported by Bonovetz

- 3. Northern Railroad Transportation Commission** A short discussion took place regarding the County's involvement with NRTC. Authorization being given to pay \$250 for dues so the County can again be a member. Motion by Bonovetz, supported by Orlich. Bonovetz and Laabs will represent the County on that commission.

ROLL CALL:

YES: (5) Byrns, Bonovetz, Orlich, Laabs, Lorenson

NO: (0) None

PUBLIC COMMENT (5-minute limit)

There was none.

ADJOURNMENT

A motion was made by Orlich, supported by Laabs, and carried by unanimous voice vote to adjourn to the call of the Chair. The meeting adjourned at 2:05 p.m.

James A. Lorenson, Chairman

Ramona L. Collins, Clerk



Sheriff of Gogebic County

100 W. Iron St.
Bessemer, Michigan 49911
PETER P. MATONICH

Sheriff

Ph - 906-667-0203 Fax - 906-663-4090

Undersheriff
ROSS C. SOLBERG

TO: Board of Commissioners, Gogebic County

FROM: Sheriff Pete Matonich

REF: 2020 Year-end Sheriff Activity Report

Gentlemen,

Enclosed is the Sheriff year-end report for the past year 2020. Due to the Covid-19 Pandemic, things over the year 2020 were very different. We needed to make many changes in our operations to accommodate Covid-19 protocols. Our inmate populations were intentionally reduced to lesson our exposure to Covid, but our inmate numbers started to gradually increase late in the year due to increase in criminal arrests. With the reduced inmate population, we served less meals, but due to the increase costs of food, did not have much of a savings.

Overall, our other numbers remained consistent with previous years.

If anyone has any specific questions of me feel free to phone, email or ask me at the meeting.

Thank you,

A handwritten signature in black ink, appearing to be "P. Matonich", written over a horizontal line.

*The Gogebic County Sheriff's Office is
"an equal opportunity provider and employer"*



Sheriff of Gogebic County

100 W. Iron St.
 Bessemer, Michigan 49911
 PETER P. MATONICH
 Sheriff

Undersheriff
 ROSS C. SOLBERG

Ph: 906-667-0203 Fax: 906-663-4090

2020 SHERIFF'S OFFICE YEARLY REPORT

ROAD PATROL

<u>JURIS</u>	<u>COMPLAINTS</u>	<u>CITATIONS</u>	<u>ARRESTS</u>	<u>ACCIDENTS</u>
BESSEMER TWP	285	101	11	36
ERWIN TWP	50	6	0	3
IRONWOOD TWP	683	131	17	67
MARENISCO TWP	77	12	1	8
WAKEFIELD TWP	95	25	1	13
WATERSMEET TWP	51	15	3	4
CITY OF BESSEMER	867	326	44	48
CITY OF WAKEFIELD	501	127	6	15
CITY OF IRONWOOD	224	74	20	4
OUT OF CTY ASSISTS	13			
CIVIL PAPERS SERVED	408			

TOTAL

REGULAR HOURS WORKED	23,321.00
OVERTIME HOURS WORKED	1,642.50
COMP HOURS EARNED	939
VACATION / PERSONAL LEAVE HOURS EARNED	1,828
SICK HOURS TAKEN	890.5
TOTAL MILES PATROLLED	187,500
TOTAL GALLONS OF FUEL USED	14,982

* Includes incidents for citations, warrants, fingerprints, jail misconduct, etc

** Citations may have multiple charges

*** Includes multiple charges for same person on arrest



Sheriff of Gogebic County

100 W. Iron St.
Bessemer, Michigan 49911
PETER P. MATONICH
Sheriff

Undersheriff
ROSS C. SOLBERG

Ph: 906-667-0203 Fax: 906-663-4090

CORRECTIONS / JAIL DEPARTMENT

INMATE MEALS SERVED	24,118
INMATE PRISON TRANSPORTS	6
FORENSIC EVALUATIONS	1
WARRANTS PROCESSED FROM COURTS	168
APPLICANT FINGERPRINTS TAKEN	54
VISITORS AT FACILITY	18
FIREARM APPLICATIONS / PERMITS PROCESSED	397
REGULAR HOURS WORKED	15,513.00
OVERTIME HOURS WORKED	1,265.50
COMP HOURS EARNED	268
VACATION / PERSONAL LEAVE HOURS EARNED	991
SICK HOURS TAKEN	405.5

COMMUNITY MENTAL HEALTH TRANSPORTS

KINROSS, MI.	1
TOMAH, WI.	1
GREEN BAY, WI.	12
PONTIAC, MI.	1
TOTAL TRANSPORTS	20



Sheriff of Gogebic County

100 W. Iron St.
Bessemer, Michigan 49911
PETER P. MATONICH
Sheriff

Undersheriff
ROSS C. SOLBERG

Ph: 906-667-0203 Fax: 906-663-4090

JUVENILE TRANSPORTS

	<u>TOTAL</u>
MUNISING	1
TOTAL TRANSPORTS	1

PETE MATONICH
GOGEBIC COUNTY SHERIFF

1/25/2021

DATE



Gogebic County Council of Veterans Affairs

Courthouse
200 N. Moore Street
Bessemer, MI 49911
Telephone: (906) 667-1110
Fax: 906-667-1122
Email: Veterans@GogebicCountyMI.gov

Officers

Jack Lillar, Chairman
H. Bill Neumann, Vice-Chairman
Ronald Zaleski, Secretary
John Rundquist, Treasurer

Service Officer

John J. Frello

Transportation / Outreach

Linda Malmberg

February 5, 2021

To: Gogebic County Commissioners

Re: Approval of Snow & Lawn Maintenance Agreement

Good day, gentlemen.

There's little question that our area lacks certain personal services, or if available, individuals may not have the financial means to take advantage them. One that we've previously addressed is transportation to and from medical appointments. Another that we're hoping to help with is snow and lawn maintenance.

Although limited to veterans, we are requesting State approval to expand the provisions of our FY21 County Veterans Service Fund Grant to allow us to hire licensed contractors to provide eligible veterans and their surviving spouses such services as plowing, clearing snow from paths and roofs, and grass cutting. But before moving forward, we want to minimize any potential liability to our office and the County.

Therefore, we are asking you to review, approve, and authorize the Chairman's signature on the attached agreement. Nick has reviewed and ok'd the document. His only comments were to ensure we properly vetted potential contractors and to have the Chairman sign for the county.

I should be at the meeting to answer questions, but if any come up before then, please call me at 285-2005.

Thank you for considering this request.

Sincerely,

John J. Frello
County Veterans Service Officer

Snow & Lawn Maintenance Agreement

This Service Contract (Contract) is made effective _____ by Gogebic County (County) and Gogebic County Council of Veterans Affairs (GCCVA), both located at 200 N. Moore St, Bessemer, Michigan 49911, and _____ located at _____.

1. **DESCRIPTION OF SERVICES.** As indicated on the attached client list, _____ will supply the necessary labor and equipment necessary to perform the following services at the client's home:
 - a) Vehicle area snow removal from the resident's driveway. Contractor will mobilize when snow accumulation reaches 3" or snow accumulation to that depth is imminent.
 - b) Pedestrian area snow removal on front walkway, disability ramp, and front entrance, as applicable, will take place in-conjunction-with a) above.
 - c) Removing snow from the roof. The first occurrence can take place at the request of the resident. Subsequent removal must be approved by the GCCVA.
 - d) Cutting and edging of lawn. The Contractor will mobilize when the grass has reached _____" in height.

2. **PAYMENT FOR SERVICES.** _____ will invoice the GCCVA at the above address no-later-than the 10th day of each month. Charges are on a per service call basis at the following rates:
 - a) Vehicle Area: \$_____.
 - b) Pedestrian Area: \$_____.
 - c) Roof: \$_____.
 - d) Lawn Maintenance: \$_____.

3. **TERM.** This contract terminates on _____ or sooner by either party upon 30 days written notice.

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that _____ is an independent contractor with respect to the County and GCCVA, and not an employee of the County or GCCVA. No employer/employee relationship is implied or established.

5. **INSURANCE.** _____ will maintain appropriate insurance coverage throughout the term of this Contract. This shall include general liability covering bodily injury and property damage with minimum coverage of \$1 million dollars per occurrence, worker's compensation at statutory limits, and automobile liability covering all vehicles, equipment, and their operators.

A certificate of insurance will be provided to the County and GCCVA naming each as additional insureds.

6. **INDEMNIFICATION.** _____ agrees to indemnify and hold harmless the County and GCCVA from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against the County or GCCVA that result from the acts or omissions of _____, _____'s employees, and its agents.

7. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract, whether oral or written.

8. **APPLICATION OF LAW.** This Contract shall be governed by the laws of the State of Michigan.

PARTY OF CONTRACTING SERVICES

GOGEBIC COUNTY

James Lorensen, Chairman

GOGEBIC COUNTY COUNCIL OF VETERANS AFFAIRS

Jack Lillar, Chairman

[CONTRACTOR]

Client List

Name	Address	Phone
Vehicle Area <input type="checkbox"/> Pedestrian Area <input type="checkbox"/> Roof <input type="checkbox"/> Mowing <input type="checkbox"/> Edging <input type="checkbox"/>		
Vehicle Area <input type="checkbox"/> Pedestrian Area <input type="checkbox"/> Roof <input type="checkbox"/> Mowing <input type="checkbox"/> Edging <input type="checkbox"/>		
Vehicle Area <input type="checkbox"/> Pedestrian Area <input type="checkbox"/> Roof <input type="checkbox"/> Mowing <input type="checkbox"/> Edging <input type="checkbox"/>		
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Vehicle Area <input type="checkbox"/> Pedestrian Area <input type="checkbox"/> Roof <input type="checkbox"/> Mowing <input type="checkbox"/> Edging <input type="checkbox"/>		

Mike Harma
Manager
airport@gogebiccountymi.gov

E5560 Airport Road
Ironwood, Michigan 49938

GOGEBIC - IRON
IWD
COUNTY AIRPORT

Kristi Freeman
Confidential Secretary
iwdairport@gogebiccountymi.gov

Phone: (906) 932-3121
Fax: (906) 932-4401

February 4, 2021

Mrs. Ramona Collins, Clerk
Gogebic County Courthouse
200 N. Moore St.
Bessemer, MI 49911

Dear Mrs. Collins:

The Gogebic-Iron County Airport is requesting approval for the following grant by the Gogebic County Board of Commissioners at their February 10, 2021 meeting.

Enclosed please find the following:

- One (1) digital copy of the Michigan Department of Transportation Contract No. 2021-0151 between the Michigan Department of Transportation (MDOT) and the Gogebic County Board of Commissioners (SPONSOR) for the purpose of fixing the rights and obligations for Aircraft Rescue and Fire Fighting (ARFF) training provided by a training provider using a mobile fire training unit (TRAINING).
- A resolution for the above-mentioned contract to be adopted and a Certificate to be completed by the County Clerk.

Sincerely,



Mike Harma
Airport Manager-IWD

Gogebic-Iron County Airport Board
Pat Hanson • Brandon Snyder • James Byrns • Dan Siirila • James Lorensen

www.flyfromironwood.com

EXTRACT FROM THE MINUTES OF THE MEETING OF THE BOARD OF COMMISSIONERS,
AT GOGEBIC COUNTY, MICHIGAN, HELD ON _____.

The following resolution was introduced, read in full, considered and adopted:

RESOLUTION

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF THE CONTRACT BETWEEN THE GOGEBIC COUNTY BOARD OF COMMISSIONERS (SPONSOR) AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) FOR THE PURPOSE OF FIXING THE RIGHTS AND OBLIGATIONS OF THE PARTIES AT THE GOGEBIC-IRON COUNTY AIRPORT, UNDER CONTRACT NO. 2021-0151.

PROJECT DESCRIPTION: Aircraft Rescue and Fire Fighting (ARFF) training provided by a training provider using a mobile fire training unit (TRAINING).

BE IT RESOLVED by the members of the Board of Commissioners, Gogebic County, Michigan:

Section I. That the County of Gogebic, Michigan, shall enter into a contract between the Michigan Department of Transportation (MDOT) and the Gogebic County Board of Commissioners (SPONSOR) for Aircraft Rescue and Fire Fighting (ARFF) training provided by a training provider using a mobile fire training unit (TRAINING).

Section II. That the Chairman of the Gogebic County Board of Commissioners, Mr. Lorenson, is hereby authorized and directed to execute said contract in one (1) digital copy on behalf of the County of Gogebic, Michigan, and that Ramona Collins, the Clerk of the County of Gogebic, Michigan, is hereby authorized and directed to impress the official seal and to attest to said execution;

Section III. That the contract referred to herein below shall be as follows:

CERTIFICATE

I, Ramona Collins, the duly appointed Clerk of the County of Gogebic, Michigan, do hereby certify that the attached extract from the minutes of the meeting of the Board of Commissioners of Gogebic County, Michigan, held on _____, 2021, is a true and correct copy of the original minutes relating to the matters set forth in said attached extract; and I do further certify that the copy of the resolution appearing in said attached extract is a true and correct copy of such resolution adopted at said meeting, on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the County of Gogebic, Michigan, this _____ day of _____, 2021.

Ramona Collins, Gogebic County Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
GOGEBIC COUNTY BOARD OF COMMISSIONERS
CONTRACT FOR
AIRCRAFT RESCUE AND FIREFIGHTING TRAINING

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and Gogebic County Board of Commissioners (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following training at Gogebic-Iron County Airport , whose associated city is Ironwood, Michigan.

PROJECT DESCRIPTION: Aircraft Rescue and Fire Fighting (ARFF) training provided by a training provider using a mobile fire training unit (TRAINING).

The parties agree that:

1. The term "TRAINING COST(S)," as used herein, is defined as the cost of the TRAINING, as defined above. Administrative costs incurred by the SPONSOR are not eligible TRAINING COSTS.
2. The SPONSOR may choose the training provider it will use for the TRAINING. Training providers for the TRAINING include, but are not limited to, Detroit Metro Airport Fire Department and any ARFF training facility listed in the most current "Addendum List of ARFF Training Facilities" from the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5210-17C "Programs for Training of Aircraft Rescue and Firefighting Personnel." The "Addendum List of ARFF Training Facilities" is updated on a quarterly basis, and the most current version of the list is available on the FAA website under AC 150/5210-17C.

AC 150/5210-17C provides information on courses and reference materials for the training of ARFF personnel at civil airports, and the FAA recommends that the guidance and specifications in this AC be used for ARFF training programs.

3. The SPONSOR will coordinate with the training provider for the performance of the necessary TRAINING. The SPONSOR will ensure that the TRAINING meets the requirements set forth in 14 CFR Part 139.

4. The SPONSOR will have the SPONSOR's TRAINING by the training provider approved by MDOT prior to the completion of the TRAINING.
5. The SPONSOR will pledge sufficient funds to meet its obligations as outlined in this Contract.
6. The SPONSOR will review, approve, and pay the invoices for the TRAINING COSTS submitted by the training provider. The SPONSOR will forward to MDOT the approved invoices, including verification of SPONSOR payment to the training provider, within sixty (60) days of completion of the TRAINING for SPONSOR reimbursement, as set forth in Section 9.

The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

7. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. Audit and Inspection. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h.
 - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
8. The SPONSOR specifically agrees that in the performance of this Contract, by itself or by anyone acting on its behalf, it will comply with all applicable state, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the

entry into and the performance of this Contract.

9. Upon receipt of SPONSOR-approved invoices and verification of SPONSOR payment to the training provider for the TRAINING COSTS, MDOT will process reimbursement to the SPONSOR within thirty (30) days of receipt of such invoices.
10. The TRAINING COST participation is limited to the SPONSOR's TRAINING charges billed by the training provider.
11. The TRAINING COSTS will be met in part by contributions from MDOT. MDOT funds will be applied to the eligible TRAINING COSTS up to a maximum amount of Two Thousand Dollars (\$2,000.00). Any TRAINING COSTS not funded with MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

12. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau or Office of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

13. Any change in the scope of the TRAINING, MDOT's share of the TRAINING COSTS, or the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
14. Payment of or reimbursement to the SPONSOR of any cost by MDOT will not constitute a final determination by MDOT of the allowability of such cost and will not constitute a waiver by MDOT of any violation of the terms of this Contract committed by the SPONSOR. MDOT will make final determination as to the allowability of such cost only after final audit of the Contract.
15. With regard to non-discrimination requirements:
 - a. In connection with the performance of this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
 - b. During the performance of this Contract, the SPONSOR, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
16. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States

Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance of this Contract.

17. MDOT's sole reason for entering into this Contract is to enable the SPONSOR to obtain and use MDOT funds to pay for the TRAINING in accordance with Section 11.

Any and all approvals, reviews, and recommendations regarding the TRAINING, the TRAINING COSTS, permits, plans, specifications, and/or documents of any nature, and/or any inspections of work by MDOT pursuant to the terms of this Contract, are done to assist the SPONSOR in qualifying for available MDOT funds for ARFF training. Such approvals, reviews, inspections, and recommendations by MDOT will not relieve the SPONSOR of its ultimate control or its obligations hereunder and will not be construed as warranties as to the propriety of the SPONSOR's performance or to mean that MDOT is assuming any liability, ownership, control, and/or jurisdiction.

When providing approvals, reviews, inspections, and recommendations under this Contract, MDOT is performing a governmental function, as that term is defined in MCL 691.1401, that is incidental to the completion of the TRAINING.

In any instance of dispute and/or litigation concerning the TRAINING, the resolution thereof will be the sole responsibility of the parties to the contract that is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation will be the responsibility of the SPONSOR.

18. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to, nor will it be interpreted as, giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

19. MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

20. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

21. This Contract will be in effect from the date of award (the date of the final signature) through twelve (12) months.
22. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of the Contract will govern.

23. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

GOGEBIC COUNTY BOARD OF COMMISSIONERS

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Authorized Signer

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, 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, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011