

**CONTRACT  
COUNTY OF OTSEGO**

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CONTRACT: Made as of this 25<sup>th</sup> day of March in the year of 2008.

**BETWEEN:**

The County:                   County of Otsego  
                                  County- City Building  
                                  225 West Main Street  
                                  Gaylord, Michigan 49735

**AND**

The District:                 Otsego Conservation District  
                                  800 Livingston Blvd., Suite 4~A  
                                  Gaylord, Michigan 49735

The Project:                 Administration of the Otsego County Soil Erosion  
                                  & Shoreland Permits

Funding Sources:           Otsego County's Soil Erosion Permit & Shoreland Permit Fees

## **ARTICLE 1**

### **THE CONTRACT DOCUMENTS**

- 1.1 The Contract Documents consist of this Agreement (hereinafter the Contract), and other documents listed in this Contract and modifications issued after the execution of the Contract, and are as fully a part of the Contract, as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representation or agreements, either written or oral. An enumeration of the Contract Documents appears in ARTICLE 7.

## **ARTICLE 2**

### **THE DISTRICT DUTIES AND RESPONSIBILITIES**

- 2.1 The District shall provide all the services required by the Contract Documents for the administration and enforcement of the Soil Erosion and Sedimentation Control Act and Shoreland permits per the Otsego County Zoning Ordinance including all labor and staffing, all fringe benefits and other employer obligations. (e.g., workman's compensation, unemployment FICA, health insurance/benefits, retirement), postage materials, supplies, equipment, to provide a means for transportation of staff while in performance of his/her duties, carry proper insurance for liability, and. automobile, and other costs provided to fulfill the District's obligations.
- 2.2 The District shall perform all duties as specified or indicated in the Soil Erosion and Sedimentation Control Act and the Otsego County Zoning Ordinance relating to Shoreland permits.
- 2.3 The District shall prepare an annual report in the form required by the County.
- 2.4 To provide qualified staff including a state certified Soil Erosion Control Officer who shall administer the Soil Erosion and Sedimentation Control Act and shoreland permits per the Otsego County Zoning Ordinance. To conduct plan reviews, site inspections, and to provide needed technical advice for applicants and permit holders.
- 2.5 To handle all applications and issue permits and all other requirements of the Soil Erosion and Sedimentation Control Act and Otsego County Zoning Ordinance pertaining to Shoreland permits.

- 2.6 To maintain proper records related to the administration and enforcement of the Soil Erosion and Sedimentation Control Act and Shoreland permits per the Otsego County Zoning Ordinance. Maintain individual files or records for each application and permit issued or denied, which shall include at a minimum, copies of any application or amendments, including all supporting and/or related documentation, site plan and drawing, copies of permits or denial (and reason for denial). Copies of all correspondences, date permit was applied for, date permit was issued or denied, any technical advice made or given to applicants or permit holder, date(s) of site inspections, any violation, (including date of violation, action taken, date and manner in which any notice of violation was given, and compliance or non-compliance with notice) and date of completion.
- 2.7 To comply with the Freedom of Information Act, being MCL 15.231.
- 2.8 To cooperate with the Department of Environmental Quality and to report to County any periodical review, recommendations or action taken by the Department of Environmental Quality and to implement any order, stipulation, or consent agreement issued by the Department of Environmental Quality.
- 2.9 To keep the Otsego County Board of Commissioners, informed of administration of this agreement and enforcement of the Soil Erosion and Sedimentation Control Act and shoreland permits per the Otsego County Zoning Ordinance, by providing an annual written report. The written report shall include at a minimum: the number of permits applied and issued by location, site visits by locations, violations, and any enforcement action taken.
- 2.10 To forward copies of all permits issued to Otsego County Land Use Services Department on a weekly schedule.
- 2.11 To remain current with standards and specifications for the Soil Erosion and Sedimentation Control Act and the Otsego County Zoning Ordinance.
- 2.12 To timely notify the Department of Environmental Quality (if required), Otsego County Land Use Services Department, of any violation or enforcement action taken by the Soil Erosion and Sedimentation Control Act or the Otsego County Zoning Ordinance.
- 2.13 To immediately notify the Otsego County Administrator's office of any matter which there is a possibility or threat of litigation, and in case of actual litigation to immediately notify the Otsego the Otsego County Administrators office.
- 2.14 Review Soil Erosion and shoreland fee schedule and provide recommendations to Otsego County.

### **ARTICLE 3**

#### **OBLIGATIONS OF THE COUNTY**

- 3.1 The County shall provide legal counsel as needed for:
- 3.1.1 Prosecution for failure to comply with or violations of the Soil Erosion and Sedimentation Control Act or the Otsego County Zoning Ordinance relating to shoreland permits.
  - 3.1.2 Advise the District on matters related to the Soil Erosion and Sedimentation Control Act and the Otsego County Zoning Ordinance relating to shoreland permits.
- 3.2 To annually fund the administration and enforcement of this Agreement, the Soil Erosion and Sedimentation Control Act, and the Otsego County Zoning Ordinance relating to shoreland permits.
- 3.3 The County shall periodically review and update the fee schedule, based on recommendations from the District.
- 3.4 To periodically meet with the District concerning enforcement and administration of the Soil Erosion and Sedimentation Control Act and the Otsego County Zoning Ordinance relating to shoreland permits.

### **ARTICLE 4**

#### **DATE OF COMMENCEMENT AND RENEWAL**

- 4.1 The Contract Period will begin February 14, 2008 and continue until December 31, 2008.
- 4.2 The Contract thereafter will automatically renew each year thereafter unless either party should give written notice of termination at least 30 days prior to the end of the current agreement.

### **ARTICLE 5**

#### **PAYMENT METHOD**

- 5.1 The District shall collect application fees as established by the County and shall use those fees as funding for its duties and responsibilities under this Contract.

## **ARTICLE 6**

### **TERMINATION AND SUSPENSION**

- 6.1 If the District defaults or neglects to carry out its duties in accordance with the Contract and fails within a seven (7) day period after receipt of written notice from the County correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies, correct such deficiencies and/or order the District to stop all work under the Contract. If the District fails to correct non-compliance, or perform in a manner that is not in accordance with the requirements of the contract documents, the County, by written, notice may order the District to stop all work under this Contract, or any portion thereof, until the cause for such order has been eliminated.
- 6.2 Either party may terminate this Agreement for any or no reason upon sixty (90) day written notice.
- 6.4 In the event of suspension under paragraph 6.1 or termination under paragraph 6.2, then in such case, as appropriate, the District shall pay to the County any funds not yet expensed and any expenses made necessary by such default, neglect or failure, if such payment, then or thereafter due the District is not sufficient to cover such amounts, the District shall pay the difference to the County.

## **ARTICLE 7**

### **ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between the County and the District, consist of the following:

- 7.1 This Contract (Article 1 through 8, inclusive).
- 7.2 SOIL EROSION AND SEDIMENTATION CONTROL ACT, PART 91, PA. 451, as amended and the rules promulgated under the Soil Erosion and Sedimentation Control Act and the Otsego County Zoning Ordinance.
- 7.3 Otsego County Zoning Ordinance, Article 15, Lots Near Water.

There are no Contract Documents other than those listed above in this ARTICLE 7.

## ARTICLE 8

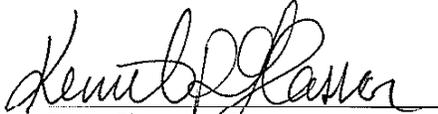
### MISCELLANEOUS PROVISIONS

- 8.1 The District shall conform to requirements of any federal, state, or local laws, ordinances, rules and regulations.
- 8.2 District shall indemnify and hold harmless the County, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of this contract, provided that such claim, damage, Loss or expenses is caused in whole or in part by any negligent act or omission of the District.
- 8.3 County shall indemnify and hold harmless the District, its agents and employees from and against all claims, damages, losses and expenses including but not limited to, attorney's fees arising out of, or resulting from any action taken by the Soil Erosion Control Committee, provided that such claim, damage, loss or expenses is caused in whole or in part by any negligent act or omission of the Soil Erosion Control Committee.
- 8.4 No assignment by a party hereto of any rights or obligations under or interest in the contract documents,
- 8.5 The Contract may only be amended, modified or supplemented by written instruments signed by both parties.
- 8.6 This contract represents the entire agreement of the parties and supersedes any and all prior negotiations, representations or agreements, either written or oral.
- 8.7 District has familiarized itself with the nature and extent of the contract Documents, and all Laws, Rules and Regulations and Ordinance that in any manner may affect cost, progress, or performance of this contract.
- 8.8 District in performing under this agreement, shall not discriminate against any worker, employee, or applicant for employment because of race, color, height, weight, marital status, national origin, ancestry, sex, age, (except where requirements as to age is based upon a bona fide occupational qualification), or handicap (that is unrelated to the individual's ability to perform duties of a particular job or position) under state or federal, law.
- 8.9 All solicitations or advertisement for employees placed by or on behalf of the District, or subcontractor, shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, national origin, ancestry, sex, age or handicap.

8.10 All prior agreements are null and void.

This Contract is entered into as of the day and year first written above and is executed to at least two (2) original copies of which one is to be delivered to the District and one to the County.

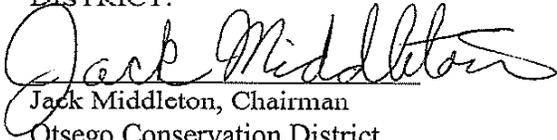
COUNTY:



Ken Glasser, Chairman  
Otsego County Board of Commissioners

Date: 03-25-08

DISTRICT:



Jack Middleton, Chairman  
Otsego Conservation District

Date: March 12, 2008