

**SAMPLING SERVICE AGREEMENT BETWEEN
LCHD AND THE GREEN OAK CHARTER TOWNSHIP**

This is the Sampling Service Agreement ("Agreement") dated _____, 2024 (the "Effective Date"), between the **GREEN OAK CHARTER TOWNSHIP** ("Green Oak"), whose address is 10001 Silver Lake Road, Brighton, MI 48116, and the **COUNTY OF LIVINGSTON** ("County") on behalf of **LIVINGSTON COUNTY HEALTH DEPARTMENT** ("LCHD"), whose address is 2300 E. Grand River Ave. Suite 102, Howell, MI 48843.

This Agreement constitutes the entire Agreement between Green Oak and the County for the LCHD's services, and may be modified only by written agreement between Green Oak and the County.

A. Statement of Purpose

This Agreement is intended to establish responsibilities for both Green Oak and the LCHD in the conduct of completing work for monitoring drinking water in and around the Hidden Lake Waste Water Treatment Plant.

B. Budget and Agreement Requirements

The LCHD will be paid at an initial rate of \$105.00 per hour with an annual increase calculated based on staffing and indirect costs not to exceed 5% each year for residential well sampling as described in this Agreement.

C. LCHD Requirements

The LCHD shall perform the following services, including but not limited to:

1. Provide qualified staff for the completion of all the required activities.
2. Arrange access and collect samples to analyze for sodium, chloride, iron, manganese, total inorganic nitrogen and hardness in the water in the residential drinking water wells at the homes located at:

TAX ID No.	ADDRESS	CITY / STATE / ZIP
16-15-100-014	8517 La Point Drive	Brighton, MI. 48116
16-15-100-016	8475 La Point Drive	Brighton, MI. 48116
16-15-300-022	8559 La Point Drive	Brighton, MI. 48116
16-15-100-015	11166 McCabe Rd	Brighton, MI. 48116
16-15-300-021	8700 Silver Fox	Brighton, MI. 48116
16-15-300-025	8781 Silver Fox	Brighton, MI. 48116

3. Samples must be collected quarterly, approximately every 3 months, for 1 year and/or as otherwise determined by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), according to appropriate sampling protocol and/or directions by Highland Treatment Inc. or Brighton Analytical LLC Environmental Testing Laboratory or their successors as appointed by Green Oak. Sampling shall be performed in November, March, May, and August unless otherwise requested by Highland Treatment Inc.

Samples shall be collected from either a tap or a spigot, water that has not been treated for hardness. Sampling parameters including location addresses, frequency, and constituents may be adjusted as determined by EGLE, Green Oak, and Highland Treatment with agreement from LCHD. Pursuant to the terms of Section H, below, this Agreement will be deemed an annual contract, with automatic annual renewals until either party notifies the other party in writing at least thirty (30) days prior to the renewal date that the Agreement will not be renewed or that the Agreement is otherwise terminated by either party as authorized in Section G of this Agreement.

4. Complete any forms provided by Highland Treatment Inc. or Brighton Analytical LLC Environmental Testing Laboratory or their successors as appointed by Green Oak.
5. Transmit water samples and completed forms to Highland Treatment Inc., Brighton Analytical LLC Environmental Testing Laboratory, or their successors as appointed by Green Oak in accordance with their directions. All laboratory costs will be the responsibility of Green Oak. Use appropriate preservation and handling techniques for transmittal of samples. Any laboratory results will be initially provided only to Highland Treatment Inc. or its successor as appointed by Green Oak, and to the LCHD.
6. Notwithstanding the provisions in Section C.5, LCHD may keep the test results on file and disclose as necessary or required under applicable law or regulation. Green Oak understands that LCHD's procedure is, upon receipt of test results, to notify property owners of the results.
7. Transmit copies of documentation (for example letters to well owners or users) generated by the LCHD of sampling activities to Green Oak and Highland Treatment Inc. or its successor as appointed by Green Oak.

D. Green Oak Requirements

Green Oak or its contractors shall perform the following services, including but not limited to:

1. Provide the LCHD with the names and addresses of each owner of the residential drinking water wells to be monitored and the sample collection frequency for each address. See Section C.2. of this Agreement.
2. Provide assistance to the LCHD in drafting the letters described in Section C.6., if letters are to be drafted. Provide any further instruction to the LCHD on sample collection protocol when requested.
3. Notify the LCHD of any changes in the monitoring program. Documented notification of changes, such as additions and deletions of sites or sample locations within a site, and changes to sample collection frequency shall be made by mail, fax, or electronic mail.
4. Provide payment in accordance with the terms and conditions of this Agreement based on appropriate reports, records, and documentation maintained by the LCHD that are transmitted to Green Oak.

E. Liability

Green Oak and the County agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

Nothing in this Agreement should be construed as a waiver of any governmental immunity by either Green Oak, the County, LCHD or their elected and appointed officers and employees as provided by statute or court decisions.

This provision shall survive termination of this Agreement.

F. Insurance

Both the County and Green Oak shall maintain insurance that will protect them from claims that may arise from its actions under this Agreement or from the actions of others for whom they may be held liable.

G. Termination. Either party may terminate this Agreement, at any time, with or without cause, by giving thirty (30) days prior written notice to the other party. Such termination shall not relieve either party of its respective rights and obligations which accrued prior to termination, or liabilities for any default which occurred prior to termination.

H. Term of Agreement

The term of this Agreement shall commence on the Effective Date stated above, and shall continue for one (1) year and thereafter renew automatically from year to year absent written notification by either party that this Agreement will not be renewed as set forth in Section C.3 or until terminated by either party as authorized in Section G, or the EGLE deems that sampling may be discontinued.

I. Applicable Law

Michigan law shall govern any and all claims associated or arising from this Agreement.

J. Compliance with the Law

The parties hereto and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Agreement in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

K. Status of Employees and Responsibilities of Their Employer

It is expressly understood and agreed that the employees, servants, agents and the subcontractor(s) of either of the parties to this Agreement shall not be deemed to be and shall not hold themselves out as the employees, servants, agents or subcontractor(s) of the other party. The employees, servants, agents and subcontractor(s) of each of the parties hereto shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, and longevity. Each of the parties hereto shall be responsible for withholding and payment of all income and social security taxes to the proper federal,

state, and local governments for its employees and for carrying workers' compensation insurance coverage for its employees, as required by law.

L. Nondiscrimination

The parties hereto, as required by law, shall not discriminate against a person to be served or an 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 race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The parties hereto shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
2. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 U.S.C. § 12101 et seq.), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement.

M. Waivers

No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

N. Amendments

Modifications, amendments, or waivers of any provision of this Agreement may be made only with the written mutual consent of Green Oak and the County.

O. Complete Agreement

This Agreement contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either Green Oak or the County.

P. Invalid/Unenforceable Provisions

If any provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that provision shall be null and void and considered to be deleted from this Agreement. Where the deletion of the invalid or unenforceable

provision would result in the invalidity or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

Q. Certification of Authority to Sign Agreement

The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, both Green Oak Charter Township and Livingston County for LCHD have duly executed this Agreement in the spaces and on the dates set forth below.

**COUNTY OF LIVINGSTON FOR LIVINGSTON
COUNTY DEPARTMENT OF PUBLIC HEALTH**

GREEN OAK CHARTER TOWNSHIP

BY: _____
JAY DRICK, CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

BY: _____
MARK ST. CHARLES
SUPERVISOR

Dated: _____

Dated: _____

BY: _____
MICHAEL SEDLAK
CLERK

Dated: _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: ROBERT D. TOWNSEND – 11/6/2024

N:\Client\Livingston\Health\Agreements\Green Oak\Health - 24-11-XXX - Green Oak - Sampling Services Agreement (RDT).docx
Liv/Health #12-002