

Handout
VC 8/22/23

AGREEMENT
BETWEEN LEELANAU COUNTY AND
Village of Empire
FOR A COUNTY RECYCLING PROGRAM RECYCLING SITE

This Agreement is entered this 23 day of May, 2018, between Leelanau County, a municipal corporation and political subdivision of the State of Michigan, with offices located at 8527 East Government Center Drive, Suttons Bay, Michigan 49682 (hereinafter referred to as the "County"), and Village of Empire (hereinafter referred to as "Site Host"), for the use and operation of a Leelanau County Recycling Program recycling site on the Site Host's property located at end of Fisher Street, Empire MI 49630 (hereinafter referred to as "Recycling Site"), to be operated by the County or the Leelanau County Solid Waste Council, a committee of the Leelanau County Board of Commissioners.

1. COUNTY REQUIREMENTS:

- a) COUNTY MONITORING - The County, through an independent agreement with a contractor, will provide equipment and staff oversight of the Recycling Site and will be responsible for the use, maintenance, and servicing of the recycling containers. All materials left at the Recycling Site will be removed by County authorized contractors.
- b) CONTACT - The Planning and Community Development Office will serve as the contact for this Agreement and can be reached at (231) 256-9812.
- c) FUNDING - Any costs associated with the recycling and handling of the material will come from the collection of funds through P.A. 69 of 2005.
- d) RECYCLING SITE - Relocation, removal, or moving of the recycling containers will only occur by County authorized contractors.
- e) INSURANCE - The County authorized contractors at all times during the life of this Agreement shall maintain insurance that meets the requirements of the Leelanau County Board of Commissioners' Policy, including, but not limited to, Worker's Compensation and Comprehensive General Liability Insurance.
- f) HOLD HARMLESS -- All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the Site Host. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Site Host in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Site Host in relation to each party's responsibilities under these joint activities.
- g) LICENSING - The County authorized contractors shall comply with all municipal, county, state and federal laws, regulations, ordinances and specifications. The County authorized contractors shall obtain all required licenses necessary to collect, handle, store, process, transfer, remove, transport or dispose of recyclables within Leelanau County.
- h) SIGNAGE - The County will be responsible for providing adequate signage directing Leelanau County residents to the Recycling Site as well as for placing appropriate signage on each recycling container.

2. **SITE HOST REQUIREMENTS:**

- a) **INSURANCE** – The Site Host will maintain adequate liability insurance coverage for itself.
- b) **HOLD HARMLESS** - All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Site Host in the performance of this Agreement shall be the responsibility of the Site Host, and not the responsibility of the County. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Site Host in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Site Host in relation to each party's responsibilities under these joint activities.
- c) **ACCESS** – The Site Host agrees to work with the County on an on-going basis to provide Leelanau County residents adequate public access to the Recycling Site at all times for the benefit of the County, within the scope of the Site Host's abilities and contractual obligations.
- d) **RECYCLING SITE** – The Site Host will provide for a thirty (30) foot by fifty (50) foot location for placement of the containers, with at least six (6) feet allowance between recycling containers. The Recycling Site will include adequate space for up to nine (9) recycling containers and an open area for the County authorized contractors' vehicles to unload containers. An area directly in front of the containers will be free of obstacles in order to maneuver a transport truck for pickup of recycling materials.
- e) **MAINTENANCE** - The Site Host will provide adequate maintenance of the Recycling Site to allow for safe use of the containers. Relocation, removal or moving of the recycling containers will only occur by County authorized contractors.

3. **COMPENSATION:**

The County shall pay the Site Host an annual rental payment for services rendered in the total amount of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00), payable in equal installments on a quarterly basis. The County shall not be responsible for any additional costs incurred by the Site Host for repairs or improvements to the Recycling Site. In no event shall the total compensation paid under this Agreement exceed the sum of Six Thousand Two Hundred Fifty and No/100 Dollars (\$6,250.00).

4. **EFFECTIVE DATE:**

This Agreement is effective on the date first above written, and shall continue for a term of five (5) years thereafter, through December 31, 2023, unless terminated earlier.

5. **TERMINATION:**

Each party to this Agreement has the right to terminate this Agreement at any time, with or without cause, during the original term or any extended term by providing ninety (90) days' written notice to the other party. In the event this Agreement is terminated before expiration of the term, the Site Host shall only be entitled to receive rental payments prorated through the effective date of the termination.

6. **AMENDMENTS:**

Any amendments to this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.

LEELANAU COUNTY

By: William Bunek
Leelanau County Board of Commissioners
Its: Chairperson

Date

SITE HOST:

Samuel U. Barr
By: Samuel Barr
Its: President

5/23/2018

Date

AMENDMENT NO. 1
TO THE
AGREEMENT BETWEEN LEELANAU COUNTY AND
VILLAGE OF EMPIRE
FOR A COUNTY RECYCLING PROGRAM RECYCLING SITE

This Amendment No. 1, made and entered into by and between Leelanau County ("County") and Village of Empire ("Site Host"), amends the Agreement entered into by the parties on May 23, 2018 for the use and operation of a Leelanau County Recycling Program recycling site on the Site Host's property ("Agreement") as follows:

1. Section 3, COMPENSATION, page 2, of the above-stated Agreement, shall be amended to read as follows:

"3. COMPENSATION:

The County shall pay the Site Host in accordance with the following:

- a) January 1, 2019-December 31, 2021: the total annual rental payment amount of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00), payable in equal installments on a quarterly basis. The County shall not be responsible for any additional costs incurred by the Site Host for repairs or improvements to the recycling site. In no event shall the total compensation paid under this Agreement during this term exceed the sum of Three Thousand Seven Hundred Fifty and No/100 Dollars (\$3,750.00).
- b) January 1, 2022-December 31, 2023: the total annual rental payment amount of Three Thousand Six Hundred and No/100 Dollars (\$3,600.00), payable in equal installments on a quarterly basis. The County shall not be responsible for any additional costs incurred by the Site Host for repairs or improvements to the recycling site. In no event shall the total compensation paid under this Agreement during this term exceed the sum of Seven Thousand Two Hundred and No/100 Dollars (\$7,200.00)."

2. All other terms and conditions of the Agreement remain in full force and effect, except as modified by this Amendment No. 1. This Amendment No. 1 shall become effective on the date in which it has been fully signed by the authorized representatives of both parties.

3. The people signing this Amendment No. 1 on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment No. 1 to the Agreement on behalf of the parties and that this Amendment No. 1 has been authorized by the parties.

[Signature page to follow]

COUNTY OF LEELANAU

SITE HOST: VILLAGE OF EMPIRE

By: William J. Bunek
William J. Bunek, Chairman
County Board of Commissioners

Date: 10-12-2021

By: Daniel M. Davis
(Signature)
Name: Daniel M. Davis
(Print or Type)
Title: President
(Print or Type)
Date: 10-27-2021

APPROVED AS TO FORM FOR COUNTY OF LEELANAU:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA
On: October 6, 2021

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