

## **AGREEMENT FOR RESOURCE MANAGEMENT SERVICES**

On this \_\_\_ day of May 2024, this AGREEMENT is entered into by and between Benzie County, 448 Court Place, Beulah Michigan 49617 (“the County”), and the Grand Traverse Regional Land Conservancy, 2846 3 Mile Rd. N., Traverse City, Michigan 49686 (“the Conservancy”), for the management of the trails and natural area at the Railroad Point Natural Area, located on Mollineaux Road, Michigan (“RR Point”).

### **RECITALS:**

- A. The County and the Conservancy share mutual goals for RR Point to be managed in a way that conforms to the applicable funding requirements; facilitates public access and use; and preserves the ecological integrity of the RR Point;
- B. The Conservancy played an instrumental role in assisting the County with the acquisition of RR Point;
- C. The Conservancy is well-suited for, and wishes to furnish, such technical and professional service to the County; and
- D. The County possesses resources, materials, and equipment it wishes to contribute to the management and maintenance of RR Point and to support the Conservancy’s services under this Agreement.

THEREFORE, and in consideration of the mutual promises contained in this contract, the Conservancy and the County agree as follows:

- 1. Scope of Services. The Conservancy shall provide services to the County in accordance with and as set forth in **Schedule A**, Scope of Services, attached hereto and incorporated herein by reference. The County and the Conservancy agree that services provided will be further defined in a mutually agreeable Work Plan developed for each year of the Agreement. A proposed annual Work Plan will be submitted to the County for approval in March of each year of this Agreement.
- 2. County Obligations. The County shall provide services towards the management and maintenance of RR Point as set forth in **Schedule B**, County Obligations, attached hereto and incorporated herein by reference.
- 3. Recognition. As further detailed in Schedule B, the County agrees to publicly recognize the Conservancy’s assistance in protecting and maintaining the RR Point property.
- 4. Term. The obligations to be rendered under this Agreement shall commence May 1, 2024, and continue until December 31, 2026, or until terminated in accordance with paragraph 13.
- 5. Independent Contractor. The relationship of the Conservancy and its employees to the County is that of an independent contractor and in accordance therewith, the

Conservancy covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers, or agents will claim to be an employee, officer, or agent of the County or make any claim, demand, or application to or for any rights or privileges applicable to any employee, officer, or agent of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

6. Liability. The County agrees to indemnify and hold harmless the Conservancy to the fullest extent permitted by law. This indemnity and agreement to hold harmless relate only to non-criminal, negligent acts or omissions by the Conservancy or its agents and not to grossly negligent acts, reckless acts, intentional acts, or criminal acts of any kind regardless of intent. This indemnification is not a waiver of governmental immunity for any claim against the County”.
7. Workers Compensation and Commercial Liability Insurance. The Conservancy shall maintain suitable workers compensation insurance on its employees pursuant to Michigan law. The Conservancy shall provide a certificate of insurance or copy of state approval for self-insurance to the County upon execution of this Agreement. The Conservancy shall maintain a commercial general liability insurance policy with no less than \$1,000,000 liability coverage. Benzie County shall be listed as a Certificate Holder on said policy.
8. Compliance with Regulations. The Conservancy shall comply with all applicable statutes, rules, and regulations of all Federal, State, and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.
9. Prohibition Against Assignment. This Agreement is intended to secure the service of the Conservancy because of its ability and reputation. None of the Conservancy’s duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the County. Any assignment, subcontract, or transfer of Conservancy’s duties under this Agreement must be in writing and signed by the County, Conservancy, and the Conservancy’s assignee.
10. Qualifications of the Conservancy. The Conservancy specifically represents and agrees that its employees possess the experience, knowledge, and competence necessary to fulfill the duties required in this Agreement.
11. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to the Conservancy or the County, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice.
12. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by the Conservancy and the County prior to taking effect.

13. Termination. This Agreement may be terminated by either the County or the Conservancy, either for:

A. Default, defined as the failure of the County or the Conservancy to fulfill a material obligation of this Agreement, in which case termination may be immediate; or

B. Lack of further need of the services or capacity to perform the services under this Agreement due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding. Termination pursuant to this subsection shall be effective thirty (30) days after the terminating party provides written notice to the other party.

Termination of this Agreement by the County or the Conservancy shall cause this entire Agreement to be terminated, except that paragraph 6, the indemnity and agreement to hold harmless, will remain in effect for any act or omission occurring prior to the termination date.

14. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance.

15. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in Benzie County.

16. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the County and the Conservancy and there are no valid promises, conditions, or understandings, which are not contained herein.

17. Supersedes Previous Agreements. This Agreement supersedes and replaces the agreements dated 4/23/2012 and 3/25/2010, which are no further effect.

18. Authority to Execute. The Conservancy and the County agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

IN WITNESS WHEREOF, the Conservancy and the County hereto have executed this Agreement on the date and year first above written.

WITNESSES:

\_\_\_\_\_

GRAND TRAVERSE REGIONAL LAND  
CONSERVANCY

By \_\_\_\_\_  
Glen Chown, Executive Director

BENZIE COUNTY

By

\_\_\_\_\_  
Bob Roelofs, Chairperson  
County Board of Commissioners

**SCHEDULE A**  
**SCOPE OF SERVICES**  
**2024-2026**

The Grand Traverse Regional Land Conservancy shall provide resource management services to Benzie County. The services shall consist of:

1. Trail Maintenance: The primary trail work conducted on RR Point will be the maintenance of the existing trail system. This will involve removal of downed trees blocking the trail and branches from trail corridor. The secondary component of trail work will be the rerouting of particular sections of trail in areas where there is excessive erosion of the trail or road bed or in areas where the substrate retains water for prolonged periods of time and cannot be corrected by mechanical manipulation or through the addition of binding materials. The Conservancy will also help to identify and eliminate pop up trails. During the winter months and when needed, Conservancy will provide grooming services for the cross-country trails.
2. Trail Expansion: Trail expansion will be considered as time and resources allow and implemented only if agreed upon by both Parties.
3. Invasive Species and Restoration: The Conservancy will employ physical, mechanical, and chemical methods to remove various woody and herbaceous invasive plants, sometimes requiring a EGLE permit due to their proximity to wetlands. As time and resources allow, the Conservancy may engage in other restoration activities such as native tree and/or plant installation. The Conservancy will coordinate with the County before such activities are to occur.
4. Monitoring: The Conservancy will conduct regular monitoring of the public's activities on the property and report to the County any negative impacts from public use of trails or other infrastructure. This monitoring may include infrared type cameras, with approval from the County. The Conservancy will remove minor litter when on site and coordinate with the County when additional resources are require to remove larger items.
5. Charlie Kehr Stairs: It will be the responsibility of the Conservancy to monitor and maintain the stairs and bridge that connect to the Betsie Valley Trail.
6. Signage: Together with the County, the Conservancy will develop signage at RR Point, including a kiosk at the trailhead/parking area and directional signage at trails. The Conservancy will undertake design and installation of such signs and will bear the costs associated with the production of the signs. The Conservancy shall not be responsible for the design, provision, or cost of signs warning the public of hazards or unsafe conditions present on the site or other signs intended to ensure public safety, which shall remain the responsibility of the County.
7. Volunteers: Whenever possible, the Conservancy will coordinate and utilize volunteers to accomplish work at RR Point to garner greater community support, create better stewards of our environment, and to reduce labor costs.
8. Management Plan Updates: Participate with the Plans and Recreation Commission in regular updates of the RR Point Natural Area Management Plan, with such updates to occur at least once every 10 years.

**The Conservancy will not be responsible for any activities listed above that are not accomplished due to inability to obtain permits, lack of funding, labor availability, or factors beyond the Conservancy's control.**

**SCHEDULE B  
COUNTY OBLIGATIONS  
2024-2026**

Benzie County shall undertake the following roles, responsibilities, and activities to achieve the shared goals for the use of the RR Point:

1. Trail Maintenance: The primary trail work conducted on RR Point will be the maintenance of the existing trail system. The County responsibilities will involve removal of hazard trees, downed trees, branches and vegetation cutbacks from the trail corridor, and the preservation of the trail bed through mechanical manipulation of the substrate or through the addition of binding materials. The secondary component of trail work will be the rerouting of particular sections of trail in areas where there is excessive erosion of the trail or road bed or in areas where the substrate retains water for prolonged periods of time and cannot be corrected by mechanical manipulation or through the addition of binding materials.
2. Trail Expansion: Trail expansion will be considered as time and resources allow and implemented only if agreed upon by both Parties.
3. Signage: The County will allow the Conservancy to place signage on the property and/or work cooperatively with the Conservancy to include language on other signs and/or kiosks that recognizes the Conservancy's assistance in protecting the property. The County will be responsible for the design, provision, or cost of signs warning the public of hazards or unsafe conditions present on the site or other signs intended to ensure public safety, which shall remain exclusively the responsibility of the County.
4. Parking Area Maintenance: The County will maintain the parking area, including pavement maintenance and markings and plowing of the lot.
5. Trash and Dog Waste Management/Disposal: The County has installed and will maintain trash and dog waste receptacles, including the disposal of trash and waste.
6. Porta-Potty(s): The County will manage the installation and ongoing maintenance and management of Porta Potty(s).
7. Buildings and Infrastructure: The County will manage the ongoing maintenance, modification, and/or replacement of buildings and other infrastructure on the property.
8. Management Plan Development. The County has, in partnership with the Conservancy, developed a Management Plan that will guide the development of future recreational amenities on and uses of the County. The process included public input sessions and outcomes of these gatherings were considered in the development of the plan. The County will continue to assist in its implementation. The County has final accountability for implementation of the plan.
9. Permits. The County will apply for and obtain any permits necessary for the completion of Conservancy's services under the Agreement. The Conservancy may assist in such applications as needed.
10. Public Information. The County will provide the Conservancy with public information, as requested.
11. Resources. The County will dedicate staff and other County resources to assist in accomplishing the goals stated in the Agreement and its attachments.

