

GRATIOT COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN AGREEMENT FOR SERVICES
PROVIDED BY THE GRATIOT CONSERVATION DISTRICT**

**RESOLUTION NUMBER 26-467
ADOPTED OCTOBER 20, 2026**

WHEREAS Gratiot Conservation District provides information and technical assistance to private landowners, local units of government, educational institutions and other citizens to better understand, plan, manage, protect and utilize the resources of Gratiot County; and

WHEREAS current staff and funding constraints often force the Gratiot Conservation District to pass up valuable state and federal funding due to lack of personnel to do the work, promote the work, and provide local match dollars; and

WHEREAS the Gratiot Conservation District organization has a record of success in fulfilling its mission to protect and enhance the natural resources in Gratiot County through promotion of wise stewardship education and providing access to sustainable conservation practices; and

WHEREAS the Gratiot Conservation District long-range plan includes concrete, predesigned initiatives that match core development and environmental objectives of the Gratiot County Master Plan including water remediation and safety, agricultural resilience and preservation, and public health and blight mitigation; and

WHEREAS the County Board of Commissioners Act vests with the Board the authority to manage the interest and business concerns of the county (MCL 46.11(m); and

WHEREAS the Board wishes to engage the Gratiot Conservation District to provide performance-based stewardship services to the citizens and municipalities of the County.

THEREFORE, BE IT RESOLVED, that the Gratiot County Board of Commissioners hereby approves the attached agreement with Gratiot Conservation District for performance-based stewardship services at a total cost not to exceed \$134,187.04.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized to sign any documents consistent with this resolution, subject to approval as to form by the County Attorney.

The resolution set forth was offered by Commissioner _____ and supported by Commissioner _____.

A vote was thereupon taken on the foregoing resolution and the voter for such resolution was as follows:

AYES: _____

NAYS: _____

A majority of the members-elect having approved such resolution deems the resolution
APPROVED.

STATE OF MICHIGAN)

)ss

COUNTY OF GRATIOT)

I certify that the foregoing is a true and accurate copy of the resolution adopted by the
Gratiot County Board of Commissioners, that such resolution was duly adopted at a regular
meeting held on the twentieth day of October 2026, and that notice of such meeting was given as
required by law.

Angie Thompson, Gratiot County Clerk

STEWARDSHIP ACTIVITIES SERVICES AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____ 2026, by and between GRATIOT COUNTY, a municipal corporation, whose address is 214 E. Center Street, Ithaca, MI 48847 (referred to as “County”) and the Gratiot Conservation District, a 501c(3) not for profit corporation, whose address is 301 E. Commerce Drive, Ithaca, MI 48847 (referred to as “GCD”).

WITNESSETH

WHEREAS Gratiot County seeks to enter into an Agreement with the Gratiot Conservation District to implement a coordinated, performance-based resource stewardship framework that strengthens watershed health, supports agricultural resilience, reduces blight, and expands public engagement throughout Gratiot County; and

WHEREAS GCD desires to provide performance-based resource stewardship services for the County.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, IT IS AGREED by and between the parties as follows:

1. Scope of Services. Beginning on or about October 21, 2026, the sum of \$134,187.04 will be paid to GCD for services described in Appendix A.
2. Term and Termination. GCD will commence performance of the services required of it in this Agreement on or about October 21, 2026. The Agreement will continue unless amended by mutual agreement of the parties for the remainder of the fiscal year which ends on September 30, 2027. Notwithstanding any contrary provision, either party may terminate this Agreement with 60 calendar days’ prior written notice.
3. Independent Contractor. It is expressly understood and agreed that GCD is an independent contractor. The personnel employed by GCD will in no way be deemed to be and

will not hold themselves out as employees of the County and will not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. GCD will be responsible for paying the wages of its personnel and for the withholding and payment of all income and Social Security taxes to the proper federal, state, and local governments. GCD will also be responsible for providing its personnel with workers' compensation and unemployment compensation coverage, as required by law.

4. Reporting. GCD shall provide quarterly written progress reports to the Board of Commissioners as follows:

January 5, 2027	July 6, 2027
April 6, 2027	October 5, 2027

Written reports shall be delivered to the County Administrator at least seven days prior to the dates noted above. The County reserves the right to request more frequent reporting at its discretion.

5. Freedom of Information Act. This Agreement and all information submitted to Gratiot County as required in this Agreement is subject to disclosure under the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.* Gratiot County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the FOIA or otherwise by law. GCD must specifically label only those provisions of any document provided to the County which are actual trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of a document as "Trade Secret," "Confidential," or "Proprietary" shall not be permitted. Any such designation will be disregarded.

6. Compliance with Public Act 517 of 2012. GCD must complete and submit to the County a Certificate of Compliance with Public Act 517 of 2012, by which the GCD certifies that neither it nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. GCD further agrees that it will not become an “Iran Linked Business” during the course of performing the work under the Contract.

7. Compliance with the Copeland Anti-Kickback Act. GCD and any subcontractors performing work under this Agreement shall comply with provisions of the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). GCD and any subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

8. Unfair Labor Practice. GCD shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

9. Anti-Lobbying. GCD shall not use any funds awarded under this Agreement for the purpose of lobbying as defined in the State of Michigan’s lobbying statute (MCL 4.415(2)). “Lobbying” means communicating directly with an official of the County government, executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action.

10. Litigation. GCD shall not use any of funds awarded for the purpose of litigation against the County. Further, GCD shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

11. Insurance. GCD and any and all of its subcontractors shall not commence work under the Agreement until it has obtained the insurance required under this paragraph and any subsequent contract. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County of Gratiot and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company (www.ambest.com).

- a. Worker's Compensation Insurance: GCD shall procure and maintain during the life of the Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- b. Commercial General Liability Insurance: GCD shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c. Motor Vehicle Liability Insurance: GCD shall procure and maintain during the life of the contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than \$1,000,000 per occurrence

combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- d. Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following:

“Additional Insureds: The County of Gratiot, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing, or excess.”

- e. Cancellation Notice: All insurances described above shall include an endorsement stating the following: “It is expressly understood and agreed that the Contractor shall provide thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any of the Contractor’s insurance coverages to Gratiot County, C/O Gratiot County Administrator, 214 E. Center Street, Ithaca, MI 48847.”

- f. Proof of Insurance: GCD shall provide the County of Gratiot at the time the contracts are returned for execution, a copy of the aforementioned Certificates of Insurance and/or Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. GCD shall provide the County evidence that all subcontractors are included under the contractor’s policy. If any of the above coverages expire during the term of the contract, GCD shall deliver renewal certificates and/or policies to the County of Gratiot at least ten (10) days prior to the expiration date.

12. Non-discrimination. GCD, as required by law, will not discriminate against 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, height, weight, marital status or disability that is unrelated to the individual's ability to perform duties of a particular job or position. Breach of this subsection will be regarded as a material breach of this Agreement, and in the event GCD is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to GCD.

13. Dispute Resolution. Unless immediately commencing litigation is necessary to preserve the rights of one of the parties, the parties agree that, prior to the commencement of any such litigation, they will first proceed in good faith to mediate their dispute. The mediator shall be selected by mutual agreement and the costs of the mediation shall be borne equally by the parties. Every effort should be made to complete the mediation process within 30 days from the notice of the dispute.

14. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District.

15. Modification. Modifications, amendments, or waiver of any provisions of this Agreement may be made only by the written mutual consent of the parties thereto.

16. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. Notices. Any notice required or permitted to be given under this Agreement shall be deemed properly given if in writing and if mailed by first-class mail, to the parties to this agreement as follows:

GRATIOT COUNTY:

Gratiot County Administrator
214 E. Center Street
Ithaca, MI 48847
Email tdolehanty@gratiotmi.com

GRATIOT CONSERVATION DISTRICT:

Board of Directors Chairperson
301 E. Commerce Drive
Ithaca, MI 48847
Email kevin.craig@macd.org

18. Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

19. Indemnification and Hold Harmless. GCD shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Gratiot and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Gratiot and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of GCD or its employees, servants, agents or subcontractors that may arise. GCD's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County of Gratiot, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the proposer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GRATIOT COUNTY

Date

By:

Dave Owens, Chairperson
Board of Commissioners

GRATIOT CONSERVATION DISTRICT

Date

By:

Kevin Craig, Chairperson
Board of Directors