AGREEMENT BETWEEN PLAINFIELD CHARTER TOWNSHIP AND KENT COUNTY FOR ROGUE RIVER BRIDGE PROJECT FUNDING

This Agreement ("Agreement") is entered into by and between the County of Kent, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 ("County"), and Plainfield Charter Township, 6161 Belmont Ave NE, Belmont, Michigan 49306 ("Township").

Recitals

WHEREAS, the Township is undertaking a pathway improvement project which includes the construction of a pedestrian bridge over the over the Rogue River on the south side of Rogue River Road (the "Bridge");

WHEREAS, the Bridge is intended to be a 10-foot-wide separated, prefabricated steel pedestrian bridge constructed as part of the Township's pathway improvement project; and

WHEREAS, the County wishes to contribute to the costs of the design and construction of the Bridge and additional components of the Township's larger pathway improvement project including but not limited to trail landscaping, access gates, and fencing, and other project features necessary to complete the Township's pathway improvement project (collectively, the "Project Improvements"), and the Township is willing to manage, contract for, and deliver the Bridge and Project Improvements under the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1: Township Responsibilities

1.1 The Township shall be solely responsible for:

a. Procuring and managing all professional service contracts for the design and construction of the Bridge and Project Improvements;
b. Engaging and managing all contractors, engineers, and consultants;
c. Obtaining all necessary permits, including those from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for floodplain/floodway work related to the Bridge and Project Improvements;
d. Securing and maintaining all necessary payment and performance bonds; and
e. Ensuring compliance with all applicable federal, state, and local laws, ordinances, and regulations.

1.2 The Township shall not act as an agent or representative of the County for any purpose related to the Bridge, Project Improvements, or otherwise.

1.3 The Township shall provide the County with:

a. Copies of all executed contracts pertaining to the Bridge and Project Improvements upon request;
b. Periodic status updates as reasonably requested;

c. Copies of permits and approvals upon issuance; and
d. Documentation supporting requests for payment as outlined in Section 3.

1.4 The Bridge and Project Improvements shall be the Township's property. All right, title, and interest in the Bridge and Project Improvements shall vest in the Township.

Section 2: County Responsibilities

2.1 The County agrees to reimburse the Township for eligible costs related to the Bridge and Project Improvements as outlined in Section 3.

2.2 The County shall not be responsible for:
a. Any aspect of project management, contract administration, contractor oversight, insurance, or construction supervision;
b. Execution of contracts with consultants, contractors, or vendors;
c. Coordination with permit authorities or compliance with regulatory requirements;
d. Any maintenance, operation, repair, or replacement of the Bridge, the Project Improvements, or any component thereof.

Section 3: Costs and Reimbursement

3.1 The County agrees to reimburse the Township for actual, documented costs directly related to the construction of the Bridge and Project Improvements up to a maximum total of Nine Hundred Ninety-Nine Thousand Dollars ($999,000.00).

3.2 Eligible reimbursable expenses include, but are not limited to:
a. Bridge Design Engineering (e.g., bridge design coordination, abutments/wingwalls, trail/bridge integration);
b. Bridge Construction Engineering (e.g., staking, shop drawing review, construction observation, and material testing);
c. Required permitting (including EGLE floodplain/floodway permit fees);
d. Required easement acquisition costs;
e. Costs directly related to Bridge fabrication and construction; and
f. Costs directly related to Project Improvements including but not limited to trail landscaping, access gates, and fencing, and other project features necessary to complete the Township's pathway improvement project.

3.3 All reimbursable expenses must be incurred and paid by the Township no later than October 31, 2026.

3.4 The Township shall submit itemized invoices to the County for reimbursement. The County reserves the right to request additional supporting documentation as necessary to verify the nature, amount, and eligibility of any cost submitted. Payment shall be conditioned upon the County's receipt and approval of such documentation.

3.5 The County shall have no obligation to reimburse any costs incurred after October 31, 2026, or any costs exceeding the Nine Hundred Ninety-Nine Thousand Dollars ($999,000.00) cap.

Section 4: Term and Termination

4.1 This Agreement shall become effective on the date it is fully executed by both parties and shall remain in effect until final reimbursement is made, unless otherwise terminated.

4.2 In the event of any dispute or difference arising out of, in relation to, or in connection with the validity or invalidity, construction, execution, meaning, operation or effect, change of or breach of this Agreement, which cannot be settled by the individuals who have executed this Agreement by signature, such dispute or difference shall be referred to the Parties' respective Township Superintendent and County Administrator/Controller shall meet together with a view to resolving the same within a period of not more than thirty (30) days from the date of the submission. In the event that Parties' are unable to amicably resolve such dispute or difference within a reasonable time, the Parties shall be free to pursue any and all available remedies at equity or law including binding or non-binding mediation if agreed to by both Parties.

4.3 Upon termination, the County shall reimburse the Township for eligible, non-cancellable obligations incurred prior to termination, consistent with Section 3.

Section 5: Miscellaneous

5.1 The Township shall indemnify and hold harmless the County, its officials, employees, and agents from any claims, damages, or liabilities arising from or related to the Bridge or Project Improvements or any act or omission of the Township, its contractors, or consultants.

5.2 The Township and County are independent governmental entities. Nothing in this Agreement creates any partnership, joint venture, or agency relationship.

5.3 The parties do not waive governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

5.4 The parties may not assign any rights or obligations under this Agreement without prior written consent of the non-assigning party.

5.5 The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

5.6 This Agreement may be modified only by a writing signed by both parties.

5.7 This Agreement shall be governed by the laws of the State of Michigan.

5.8 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written understandings.

In witness whereof, each party to this Agreement has caused it to be executed on the date(s) indicated below. This Agreement is effective upon the execution of the final signature required by this Agreement.

County of Kent

By: _____

Name: _____

Title:_____

Date: _____

Plainfield Charter Township

By: _____

Name: _____

Title: _____

Date: _____