

**INTERGOVERNMENTAL AGREEMENT
FOR ADMINISTRATION OF THE
ELK RAPIDS TOWNSHIP SEPTIC INSPECTION AND
PROPERTY TRANSFER ORDINANCE**

Elk Rapids Township (the Township) has enacted a Septic Inspection and Property Transfer Ordinance (the Ordinance) which, among other things, requires that a sewage treatment and disposal system (typically, a traditional septic system and which will be called a STDS in this Agreement) and a water supply system be inspected prior to a transfer of title to the land that is served by the STDS. The Health Department of Northwest Michigan (the Health Department) has the expertise in evaluating a STDS and has agreed to administer the evaluation aspects of the Ordinance.

AGREEMENT

The parties agree as follows:

1. HEALTH DEPARTMENT DUTIES AND RIGHTS

- a. The Health Department shall:
 - i. Be responsible for conducting STDS and private water supply system evaluations pursuant to this Agreement and as described in the Ordinance, when a property owner in the Township or representative of such a property owner has filed a completed application on a form provided by the Health Department and has paid the evaluation fee as set by the Health Department;
 - ii. Provide the Township with an annual report, at no cost to the Township, regarding the number of evaluations conducted in the Township in the preceding year and the number of evaluations that failed to meet the standards of Sections 5 and 7 of the Ordinance;
 - iii. Provide documentary evidence and witness support to the Township, at no cost to the Township, when the Township has initiated court proceedings related to enforcement of the Ordinance;
 - iv. In its evaluation reports, describe not only known problems, but also potential problems that its evaluation has discovered;
 - v. Provide the Township with a
 - vi. copy of the completed report for each STDS and private water supply system that is evaluated, at no cost to the Township;
- b. The Health Department shall have the following rights:

- i. To require an application for an evaluation to be completed and submitted to the Health Department in a form and in a manner determined by the Health Department;
- ii. To require the payment of an evaluation fee, as determined by the Health Department, prior to the evaluation; provided, however, the evaluation fee shall be in an amount reasonably necessary for the Health Department to cover its direct cost and indirect costs (all costs) related to the performance of its obligations under this Agreement;
- iii. To conduct the evaluations with the Health Department personnel or to contract with third parties to conduct the investigations and, provided further, that the Health Department shall have the sole discretion in determining whether a third party is qualified to conduct the evaluations; and
- iv. To take any action which the Health Department determines is reasonably necessary to perform its obligations or exercise its rights under this Agreement.

2. TOWNSHIP DUTIES

- a. The Township shall:
 - i. Be responsible for all aspects of administration or enforcement of the Ordinance except for those evaluations that will be performed by the Health Department pursuant to this Agreement;
 - ii. Have the right to amend or repeal the Ordinance in the Township's sole discretion; and
 - iii. Provide the Health Department with any proposed amendments to the Ordinance, including any proposed repeal of the Ordinance, at least 30 days prior to the date on which the Township Board will consider whether to adopt the amendment or repeal the Ordinance.

3. REVIEW/TERM/TERMINATION

- a. This Agreement shall be reviewed annually by both parties by the anniversary date of its signing, and suggested changes negotiated as necessary. This Agreement shall continue until terminated by either party. Either party may terminate this Agreement without cause upon 30 days written notice to the other party. Notice of termination shall be deemed served on the other party when the notice has been deposited in first class mail to the principal office of the other party.

4. SEVERABILITY

The provisions of this Agreement are hereby declared to be severable and if any clause, sentence, word, section, or provision is declared void or unenforceable for any reason by any court of competent jurisdiction, such declaration shall not affect any portion of the Agreement other than said part or portion thereof.

HEALTH DEPARTMENT OF NORTHWEST MICHIGAN

Date: _____

By:

Its: Chairperson

ELK RAPIDS TOWNSHIP

Date: _____

By:

Its: Supervisor

Date: _____

By:

Its: Clerk

Draft Dated: 11.01.23