
Schedule 5.8

Job Descriptions and Contracts for the Authority
Director and the Authority Engineer

UTILITY DIRECTOR AGREEMENT

This Agreement made on January 1, 2011, by and between Genoa Charter Township ("Genoa") with its principal office at 2911 Dorr Road, Brighton, MI 48116, and Marion Howell Oceola Genoa Water Authority, a Michigan Water Authority ("MHOG"), with its principal office at 1577 N. Latson Road, Howell MI 48843, and Greg Tatara, PhD, Genoa Township Utility Director ("Director"), with his principal office at 2911 Dorr Road, Brighton, MI 48116. The parties agree as follows:

1. **SERVICES CONTRACTED** – Genoa has employed Director to serve as its Utility Director ("Director"), and MHOG agrees to engage the services of Director, through Genoa, as an Independent Contractor, to perform certain services for MHOG as set forth in Attachment A, in exchange for valuable consideration paid to Genoa in an amount equal to \$59.74 per hour that Director devotes to the services to MHOG under this Agreement, which hourly rate shall be the full consideration to Genoa for the services provided by its employee, Director, on behalf of MHOG.
2. **SUPPLIES AND MATERIALS** – Except for materials made available to the Director for use in performing services for MHOG, Genoa and Director shall supply all office space, tools, equipment or supplies, and shall retain such support staff as deemed necessary at Genoa's and Director's sole option and cost.
3. **TERMINATION** – This Agreement shall become effective on the date set forth above and shall terminate one year from that date. In addition, MHOG or Genoa may terminate this Agreement:
 - (a) by MHOG if Director fails to perform the services in a manner that complies with the requirements of Attachment A or that are otherwise unsatisfactory, or if Director or Genoa otherwise breach their obligations under this Agreement; or
 - (b) by Genoa if MHOG fails to make such payments as may be due under this Agreement or if MHOG otherwise breaches its obligations hereunder.
4. **ASSIGNMENTS** – This Agreement is not assignable and Genoa and Director agree to refrain from assigning and/or delegating any of Genoa's or Director's rights and/or obligations under this contract.
5. **GOVERNING LAW: FORUM** – This Agreement shall be construed according to the laws in the State of Michigan. The parties expressly agree that any actions or suits brought by either party arising out of this Agreement shall be brought only in the courts of Livingston County, Michigan. Further, the parties each waive any and all right to pursue a claim against the other arising out of this Agreement in any other jurisdiction or court, including the federal courts.
6. **REQUIRED TAXES, INSURANCES, FEES AND DOCUMENTS** – Genoa agrees that Genoa and Director operate legally and pay all federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct business.
7. **COVENANT REGARDING TRADE SECRETS** – Genoa and Director acknowledge that Director has special and unique knowledge, skill and experience in providing services for MHOG. Further, in performing its services for MHOG, Director may be given access to certain Trade Secrets, as defined below. Genoa and Director agree that the Trade Secrets, as defined below, are confidential and highly proprietary. Therefore, Genoa and Director agree not to disseminate, disclose, or discuss any information or facts concerning the business of MHOG, including any supplies, customers, methods, processes, developments, products, lists, inventions, or plans of MHOG, the "Trade Secrets." This obligation shall survive the termination of this Agreement at the end of its term or by either party.

Furthermore, the parties agree that a violation of this Covenant regarding Trade Secrets will constitute irreparable harm to MHOG entitling it to an injunction and any other legal or equitable remedies available to it. In the event that Genoa or Director violates this Covenant, MHOG may pursue such injunctive or other relief in the courts of Livingston County, Michigan, or notwithstanding the provisions of paragraph 5, in any court of its choosing. Should a court grant MHOG either preliminary or permanent injunctive relief, MHOG shall also be entitled to recover its actual attorney fees and costs incurred in obtaining such preliminary or permanent relief, regardless of the ultimate outcome of the litigation.

8. All rights in and title to proprietary or confidential information or Trade Secrets supplied by each party shall remain with that party. Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary or confidential information or Trade Secrets by either party to the other shall be construed as granting to the receiving party either expressly, by implication, estoppel or otherwise, any rights by license or otherwise in any proprietary or confidential information, invention, copyright, Trade Secret, patent or improvement thereafter made, conceived, acquired, owned or controlled by the party furnishing the same, or for any such items made, conceived, acquired, owned or controlled prior to the date of this Agreement, nor any right to use on any basis proprietary or confidential information or Trade Secrets made available to the receiving party, except to fulfill the purposes of this Agreement.

9. Genoa will invoice MHOG quarterly for the services provided by Director to MHOG under this Agreement during the preceding month. MHOG agrees to pay all invoices promptly.

10. When performing services for MHOG, Director shall report to and be subject to direction of the MHOG Board, although Director is an employee of Genoa and not of MHOG.

11. This Agreement is not intended to be, and will not be construed as, a joint venture, partnership or other formal business organization. Neither party shall have the right or obligation to make any commitments or incur any obligations on behalf of the other party.

12. While performing under this Agreement, each party shall act in the capacity of an independent entity and not as an employee of the other party, except that Director is acknowledged to be an employee of Genoa.

13. Director and Genoa agree to provide copies of any or all requested documents confirming Director's professional, employment and licensing status including, but not by way of limitation, copies of all licenses, workers' compensation insurance, and liability insurance upon written request from MHOG.

14. The provisions of this Agreement are severable. Should any provision of this Agreement be declared unenforceable, such declaration shall not affect the remainder, which shall be enforced according to its terms.

The parties have signed this Agreement on the aforementioned date.

GENOA TOWNSHIP

**MARION HOWELL OCEOLA GENOA
WATER AUTHORITY**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

GREG TATARA, PHD

BY: _____

ATTACHMENT A

DUTIES OF THE DIRECTOR

The Director shall perform such duties and responsibilities as directed from time to time by the MHOG Board. The following duties and responsibilities shall be performed by the Director, unless otherwise directed by the MHOG Board:

Attend all MHOG Board and Committee meetings.

Approve chemical and supply orders from the plant and facilities operator.

Check on the compliance of the operator with contract conditions (ie. assure fire hydrants are pumped out on time, perform spot inspections, upkeep of plant maintenance).

Bid subcontracted MHOG maintenance items such as lawn mowing and making a recommendation to the MHOG Board.

Work with the accountant and engineer on capital improvement plans, budgets, and rates.

Serve as a liaison between MHOG and the MDNRE.

Review engineering proposals prior to submission to the MHOG Board and providing the Board with staff recommendations.

Serve as the MHOG liaison with the public and press in the event of a system failure, water main break, etc.

Provide a monthly status report to the MHOG Board.

Oversee the general welfare of the water system.

The Board may revise this Attachment from time to time as the needs of MHOG change or become more apparent.

UTILITY ENGINEER AGREEMENT

This Agreement made on January 1, 2011, by and between Genoa Charter Township ("Genoa") with its principal office at 2911 Dorr Road, Brighton, MI 48116, and Marion Howell Oceola Genoa Water Authority, a Michigan Water Authority ("MHOG") , with its principal office at 1577 N. Latson Road, Howell MI 48843, and Tesha Humphriss, P.E., Genoa Township Engineer ("Engineer"),with her principal office at 2911 Dorr Road, Brighton, MI 48116. The parties agree as follows:

1. **SERVICES CONTRACTED** – Genoa has employed Engineer to serve as its Engineer, and MHOG agrees to engage the services of Engineer, through Genoa, as an Independent Contractor, to perform certain services for MHOG as set forth in Attachment A, in exchange for valuable consideration paid to Genoa in an amount equal to \$48.61 per hour that Engineer devotes to the services to MHOG under this Agreement, which hourly rate shall be the full consideration to Genoa for the services provided by its employee, Engineer, on behalf of MHOG.

2. **SUPPLIES AND MATERIALS** – Except for materials made available to the Engineer for use in performing services for MHOG, Genoa and Engineer shall supply all office space, tools, equipment or supplies, and shall retain such support staff as deemed necessary at Genoa's and Engineer's sole option and cost.

3. **TERMINATION** – This Agreement shall become effective on the date set forth above and shall terminate one year from that date. In addition, MHOG or Genoa may terminate this Agreement:

- (a) by MHOG if Engineer fails to perform the services in a manner that complies with the requirements of Attachment A or that are otherwise unsatisfactory, or if Engineer or Genoa otherwise breach their obligations under this Agreement; or
- (b) by Genoa if MHOG fails to make such payments as may be due under this Agreement or if MHOG otherwise breaches its obligations hereunder.

4. **ASSIGNMENTS** – This Agreement is not assignable and Genoa and Engineer agree to refrain from assigning and/or delegating any of Genoa's or Engineer's rights and/or obligations under this contract.

5. **GOVERNING LAW: FORUM** – This Agreement shall be construed according to the laws in the State of Michigan. The parties expressly agree that any actions or suits brought by either party arising out of this Agreement shall be brought only in the courts of Livingston County, Michigan. Further, the parties each waive any and all right to pursue a claim against the other arising out of this Agreement in any other jurisdiction or court, including the federal courts.

6. **REQUIRED TAXES, INSURANCES, FEES AND DOCUMENTS** – Genoa agrees that Genoa and Engineer operate legally and pay all federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct business.

7. **COVENANT REGARDING TRADE SECRETS** – Genoa and Engineer acknowledge that Engineer has special and unique knowledge, skill and experience in providing services for MHOG. Further, in performing its services for MHOG, Engineer may be given access to certain Trade Secrets, as defined below. Genoa and Engineer agree that the Trade Secrets, as defined below, are confidential and highly proprietary. Therefore, Genoa and Engineer agree not to disseminate, disclose, or discuss any information or facts concerning the business of MHOG, including any supplies, customers, methods, processes, developments, products, lists, inventions, or plans of MHOG, the "Trade Secrets." This obligation shall survive the termination of this Agreement at the end of its term or by either party.

Furthermore, the parties agree that a violation of this Covenant regarding Trade Secrets will constitute irreparable harm to MHOG entitling it to an injunction and any other legal or equitable remedies available to it. In the event that Genoa or Engineer violate this Covenant, MHOG may pursue such injunctive or other relief in the courts of Livingston County, Michigan, or notwithstanding the provisions of paragraph 5, in any court of its choosing. Should a court grant MHOG either preliminary or permanent injunctive relief, MHOG shall also be entitled to recover its actual attorney fees and costs incurred in obtaining such preliminary or permanent relief, regardless of the ultimate outcome of the litigation.

8. All rights in and title to proprietary or confidential information or Trade Secrets supplied by each party shall remain with that party. Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary or confidential information or Trade Secrets by either party to the other shall be construed as granting to the receiving party either expressly, by implication, estoppel or otherwise, any rights by license or otherwise in any proprietary or confidential information, invention, copyright, Trade Secret, patent or improvement thereafter made, conceived, acquired, owned or controlled by the party furnishing the same, or for any such items made, conceived, acquired, owned or controlled prior to the date of this Agreement, nor any right to use on any basis proprietary or confidential information or Trade Secrets made available to the receiving party, except to fulfill the purposes of this Agreement.

9. Genoa will invoice MHOG monthly for the services provided by Engineer to MHOG under this Agreement during the preceding month. MHOG agrees to pay all invoices promptly.

10. When performing services for MHOG, Engineer shall report to and be subject to direction of the MHOG Board, although Engineer is an employee of Genoa and not of MHOG.

11. This Agreement is not intended to be, and will not be construed as, a joint venture, partnership or other formal business organization. Neither party shall have the right or obligation to make any commitments or incur any obligations on behalf of the other party.

12. While performing under this Agreement, each party shall act in the capacity of an independent entity and not as an employee of the other party, except that Engineer is acknowledged to be an employee of Genoa.

13. Engineer and Genoa agree to provide copies of any or all requested documents confirming Engineer's professional, employment and licensing status including, but not by way of limitation, copies of all licenses, workers' compensation insurance, and liability insurance upon written request from MHOG.

14. The provisions of this Agreement are severable. Should any provision of this Agreement be declared unenforceable, such declaration shall not affect the remainder, which shall be enforced according to its terms.

The parties have signed this Agreement on the aforementioned date.

GENOA TOWNSHIP

**MARION HOWELL OCEOLA GENOA
WATER AUTHORITY**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Tesha L. Humphriss, P.E.

BY: _____

ATTACHMENT A

DUTIES OF THE ENGINEER

The Engineer shall perform such duties and responsibilities as directed from time to time by the MHOG Board. The following duties and responsibilities shall be performed by the Engineer, unless otherwise directed by the MHOG Board:

Attend MHOG Board and Committee meetings.

Oversee the review of construction plans prepared by consulting engineers.

Oversee the submittal of construction plans to the MDNRE for permits.

Oversee the maintenance of electronic copies of conforming to construction record drawings.

Oversee the development of a system wide electronic database.

Oversee the maintenance of an up to date model of the water distribution system.

Provide recommendations to the MHOG Board on distribution system improvements.

Assist the Utility Director with operational tasks.

Oversee the general welfare of the water system.

Work with the accountant and Utility Director on capital improvement plans, budgets, and rates.

Serve as a liaison between MHOG and the MDNRE.

Review engineering proposals prior to submission to the MHOG Board and providing the Board with staff recommendations.

Provide a monthly status report to the MHOG Board.

The Board may revise this Attachment from time to time as the needs of MHOG change or become more apparent.