

# Township Outdoor Maintenance & Cemetery Sexton Contract

THIS AGREEMENT, made this -----by and between PAW PAW TOWNSHIP, hereinafter called the "Township" and ----- hereinafter, called "Sexton", Witnessed:

Pursuant to the applicable provisions of MCLA 41.2; MSA 5.21 (1)(b) and the bid submitted by the Sexton and approved by the Township Board at its regular meeting held ----- 2024 the Township hereby retains Sexton upon the following terms and conditions:

Sexton is hereby retained, as an independent contractor, and not as an employee of the Township to oversee the operation and maintenance of the Township's Cemeteries and other properties and for burials occurring within said cemeteries.

DUTIES: The Sexton shall in a good, timely and workmanlike manner perform the following services:

Cemeteries-(Maintenance at all five cemeteries: Prospect Hill, Clapp, Wildey, Cuddeback, Pioneer )

Prepare and close graves: (see: Township internment fees) Note: To be accomplished without rut/grass damage to adjoining areas)

Monitor internments onsite.

Work cooperatively with funeral directors.

Maintain open communication with the Township Supervisors office.

Is responsible for locating graves with the assistance of the Township Clerks office.

Maintain all records required by the Township and by the State of Michigan pertaining to cemeteries:

Perform routine maintenance of cemetery property, including mowing, trimming, cutting back of brush and trash removal. Spraying pinpoints with weed killer and cutting overgrowth on drives and property lines. At Prospect Hill you are also responsible for pushing back brush dump piles and picking up hickory nuts. All grave areas of Prospect upper cemetery need scheduled maintenance during the summer which also includes cutting back encroaching brush from burial sites. Spring clean-up to be conducted in April/May which includes putting top dirt on new grave sights and applying grass seed and removal of decorations, statues, mementos, and plastic flowers. Fall clean up in October/November, blowing and piling of leaves (no burning allowed in Prospect Cemetery) Therefore the Sexton is responsible for contacting the Village of Paw Paw to schedule leaf removal. Mulching of leaves at Wildey cemetery. Blowing leaves to adjoining field at Clapp and Pioneer Cemeteries. General maintenance and care of all cemeteries and the building at Prospect and the area around the building. Snow plowing of main roads in 3 primary cemeteries (Prospect Hill, Wildey and Cuddeback) but excluding extra-ordinary maintenance such as replacement of stones or monuments, tree removal, tree trimming and fence replacement. At Wildey dirt piles have to be removed or leveled and brush needs to be burnt annually.

Township Hall:

Routine maintenance of Township Hall grounds and parking lot, including, but not limited to mowing, trimming, weeding, cleaning, and spraying rocks with weed killer. Plowing of parking lot and shoveling of entrance ways and sidewalks. Apply salt to both entry areas when needed. Piled up snow that has to be removed shall be charged at an additional cost. Snow plowing of entire lot will be done as part of contract. Fertilizing, edging of sidewalks and spraying of weeds in the parking lot will be done as part of the contract.

Brownwood Beach & Lake Cora Beach:

Routine maintenance of property including but not limited to mowing, seeding, and removal of trash and debris and leaf clean-up.

Sewer Substations:

Routine maintenance of 12 sewer substations, including but not limited to mowing, cleaning and removal of trash and debris.

Report to Supervisors office:

The Sexton shall communicate and report to the Supervisors office as to immediate matters requiring the attention of the Township. The Sexton and Township Supervisors office shall have authority relative to the layout of graves, roadways and pathways, and easements affecting cemetery property. However, new additions of new sections shall be approved by the Township Board. Any costs outside this contract must be approved by the Supervisor's office prior to completion.

Industrial Park Property:

Mow and cut (chop) brush twice annually.

Internment Records & Sale of Cemetery Lots:

Sexton shall keep complete records and maps on all burials and interments as required by Michigan Law. Said records shall be the sole property of the Township. The Township shall have originals of all records and maps, plans, and interment with the Township office and the Township clerk within the next

business day following an interment, except for in unusual circumstances. The Sexton shall, in case of the clerk's unavailability, be authorized to sell cemetery lots and shall forthwith transmit the monies received to the Township Office.

Township Internment Fees:

The township receives funds from the funeral home or family for internments as follows:

Updated April 2022

	RESIDENT	NON-RESIDENT
<b>GRAVE SITE</b>	\$600	\$1200
<b>VAULT BURIAL</b>		
<b>WEEKDAY</b>	\$600	\$1100
<b>SATURDAY</b>	\$800	\$1300
<b>CREMAIN SITE*</b>	\$300	\$600
<b>CREMAIN BURIALS</b>		
<b>WEEKDAY</b>	\$450	\$800
<b>SATURDAY</b>	\$650	\$1000
<b>COLUMBARIUM</b>	TBD	TBD

Note: The sexton receives 250.00 for internments weekdays and 350.00 on weekends. This is the same for all grave sites, regardless of size. For internments in the columbarium, the sexton will receive 150.00 on weekdays and 250.00 on weekends. This fee is paid out of the above funds received from the funeral home or family.

Independent Contractor: Sexton shall at all times be an independent contractor under the terms of this agreement and shall not be considered an employee of the township. The Sexton is an agent of the township in performing a governmental function and shall be entitled to indemnification for damages, causes and claims incurred on behalf of the Township within the scope of his duties to the Township. The Sexton, its agents,

servants, and employees, shall not be included in any Township employee benefits, retirement of health insurance programs offered by the Township. The Sexton shall set his own hours of business and manner of performance. The Sexton shall supply and maintain his own labor, all equipment, and all operating supplies, and pay for such.

Worker's Disability Compensation/Liability Insurance: • Sexton warrants, in the event it retains employees or others to perform the services set forth herein, Sexton shall carry, and keep in effect at all times, a policy of worker's disability compensation insurance on said employees or others showing compliance with MCLA Sec. 418.611 and public liability and property damage insurance in the minimum amount of \$1,000,000.00 and provide to the Township certification verifying such insurance coverages.

Term of Agreement: This Agreement shall commence on the date set forth above and shall continue for a period of 2 years, unless sooner terminated as provided for below.

Evaluation: The Sexton shall receive a written evaluation at the end of the first year of the contract and each successive year thereafter. The evaluations will be done by the Supervisors office.

Dispute Resolution: Any disputes between the parties arising under the terms of this agreement shall be resolved by appointment of a mediator or alternative dispute resolution program administered by the Van Buren County Courts.

Termination: Either party may give to the other party 90 days written notice of intention to terminate, which shall terminate this contract.

This contract may be terminated should the sexton violate the contract, or the rules of the Township or fail to make improvements in a satisfactory way after being advised of said violations. In addition, the Township Board may terminate this contract if the services rendered are not satisfactory and the Township Board shall be sole judge of satisfaction.

Compensation:

The Township agrees to:

(Blank for new approved Bid)

Said above sums shall be paid by the Township Clerk in equal monthly payments. A separate itemized bill for approved extras shall be submitted to the Township Clerk and paid monthly. Anything exceeding the budget set forth each June must be brought to the Township Board first, so the Township Board can make an amendment, if needed, to the funds before the money is spent. It will be up to the Township Board financially to accept or deny an increase.

Indemnification: Sexton shall indemnify, defend, and hold harmless the Township, from all liabilities to other persons and entities, including necessary reasonable attorney fees with regard to all actions taken outside the scope of this Agreement.

Binding Effect: This agreement shall be binding upon the parties hereto, their successors, and assigns.

Ethical Standards: The Sexton shall fulfill his duties with the utmost attention to serving the best interest of the Township's citizens. He shall not participate in a decision or transaction on behalf of the Township that would result in a direct or indirect financial benefit to himself. He shall not accept any gift or consideration from any person or any company providing goods or services, or who is soliciting Township business.

Michigan Law Governs: This agreement shall be interpreted and enforced in accordance with the Laws of the State of Michigan.

Merger: This agreement contains all the terms and conditions agreed on by the parties, and no other agreements or representations, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties.

Saving Clause: if any portion of this agreement should be made invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement shall not be affected thereby.

IN WITNESS OF WHEREOF the parties set their hands the date first written above.

