

**TOWNSHIP OF ARCADIA  
JOB DESCRIPTION AND CONTRACT  
FOR TOWNSHIP CEMETERY MAINTENANCE**

This Job Description and Contract, between the Township of Arcadia, a Michigan Municipal Corporation ("Township") and \_\_\_\_\_ ("Contractor").

1. The term of this Contract shall be one year beginning May 6<sup>th</sup>, 2025 and ending May 6<sup>th</sup>, 2026.
2. Contractor agrees to perform the following duties concerning the care and maintenance of the Arcadia Township Cemetery and burial of persons in the cemetery:
  - A. All lawn mowing, trimming, hedge cutting, tree trimming, leaf raking, removal of leaf debris and general maintenance of the grounds within the Arcadia Township Cemetery including the disposal of the dumping area bi-monthly.
  - B. Maintaining mowed areas in good condition, filling ruts and holes as needed.
  - C. Removing snow (prior to 9:00 am), and spreading salt, to maintain clean parking areas on cemetery roadways. Snow removal shall be required whenever there is 2" or more snow on the grounds within the Arcadia Township Cemetery.
    - (1) Performing other minor tasks relative to cemetery maintenance as requested by Supervisor/Clerk.
    - (2) Providing written monthly report of activity and attending regular Township Board meetings as required by the Supervisor or his/her designee.
3. Contractor agrees to provide at his expense all salt, equipment and fuel necessary to perform the above services, and to maintain that equipment in good working order. The Township agrees to provide at its expense all gravel, topsoil and seed for work at the cemetery.
4. Contractor agrees not to allow anyone under the age of eighteen (18) years to perform any of the services required by this Contract.
5. Contractor agrees to provide written documentation of Worker's Compensation Coverage for all persons employed by him to perform the services required by this Contract.

6. As payment for the services noted above, Contractor shall be paid the total sum of \$\_\_\_\_\_ for each year during the term of this Contract. The Township shall pay that amount at the rate of \$\_\_\_\_\_ per month.
7. In the event that the Contractor fails to perform any of the work required by this Contract, the Township shall have the right to arrange for the work to be performed and shall deduct that amount from the contract amount specified in paragraph 7.
8. The Township and the Contractor each have the right to terminate this Contract by delivering written notice to the other party at least 60 days in advance of termination.
9. The Contractor understands and agrees that the Contractor is an independent contractor as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified in this Contract.
10. To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Township, including its elected and appointed officials, employees, volunteers and others working on behalf of the Township from all liability which may arise as a result of Contractor's acts, omissions, faults and negligence in performance of services under this Contract.
11. The Contractor shall obey and abide by all of the laws, rules and regulations of the federal government, State of Michigan, Lapeer County and Arcadia Township applicable to the performance of this Contract, including labor laws and laws regulating or applying to public improvements.
12. The Township shall not (1) withhold FICA (Social Security and Medicare taxes) from Contractor or make FICA payments on Contractor's behalf, or (2) make state or federal unemployment compensation contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments.
13. The Contractor shall pay all taxes incurred while performing services under this Contract, including all applicable income taxes. On demand, the Contractor shall provide the Township with proof that such payments have been made.
14. The Contractor shall maintain in effect throughout the term of this Contract a policy or policies of liability insurance in an amount not less than \$500,000 and shall ensure that the Township be listed as an additional insured party on all such policies of insurance.

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Patricia Lashbrook, Township Supervisor

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Katie Poniatowski, Township Clerk

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Contractor

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