

**TOWNSHIP OF ARCADIA
JOB DESCRIPTION AND CONTRACT
FOR TOWNSHIP SEXTON**

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 6th, 2025 and ending May 6th, 2025.
2. Contractor agrees to perform the following duty of burial of persons in the cemetery:
 - A. Disposal of the dumping area bi-monthly.
 - B. Responsibility for all phases of burial in the Township cemetery, which includes but is not limited to:
 - (1) Showing available gravesites to prospective buyers and providing information relative to cost, purchase and burial procedures. When contacted by prospective buyers, the Contractor is required to respond within seven (7) days to provide this information.
 - (2) Arranging for grave openings with proper site selection and preparation.
 - (3) Closing graves.
 - (4) Completing burial certification and other records as required.
 - (5) Filling, grading, and seeding graves as needed.
 - (6) Placing flags on graves for Memorial Day observance and maintaining through Veterans Day with removal by December.
 - (7) Performing other minor tasks relative to cemetery maintenance as requested by Supervisor/Clerk.
 - (8) Installing monument foundations and making necessary arrangements with family members, the monument company or the Township.
 - (9) Arranging for sale of lots and keeping current all records maintained by Contractor.

- (10) Maintaining a familiarity with cemetery records that are kept by the Township Clerk.
 - (11) Providing written monthly report of activity and attending regular Township Board meetings as required by the Supervisor or his designee.
3. All cemetery documentation and payments received by the Contractor shall be turned in to the Township Clerk no later than the **1st day of each month**.
4. Contractor agrees to provide at his expense 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.
5. Contractor agrees not to allow anyone under the age of eighteen (18) years to perform any of the services required by this Contract.
6. 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.
7. 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. In addition, Contractor shall receive payment for funeral and monument installation in the amounts specified in the attached Schedule.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.

Patricia Lashbrook, Township Supervisor

Katie Poniatowski, Township Clerk

Contractor