

**MAINTENANCE SERVICES AGREEMENT BETWEEN ST JAMES TOWNSHIP AND \_\_\_\_\_**  
**[INSERT NAME OF GOVERNMENTAL ENTITY]**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between St James Township, a municipal corporation, located at 37830 King's Highway, Beaver Island, MI 49782 ("St James") and \_\_\_\_\_ (entity) a \_\_\_\_\_ (type of entity), located at \_\_\_\_\_.

WHEREAS the Governmental Entity desires to retain St James to provide certain maintenance services for it under the terms and conditions contained herein and has the requisite power and authority to retain such services; and

WHEREAS St James desires to provide certain maintenance services for the Governmental Entity under the terms and conditions contained herein and has the necessary skill and ability to provide such services; and

WHEREAS this Agreement is authorized by the Intergovernmental Contracts between Municipal Corporations Act, MCL 124.1 *et seq*;

NOW THEREFORE, St James and the Governmental Entity agree as follows:

1. Scope of Services. St James agrees to provide maintenance services to the Governmental Entity. Such services shall include the following:
  - Snow plowing.
  - Light maintenance on Governmental Entity's equipment and buildings.

Such services shall not include the services of any other St James officer or employee.

2. Compensation and Method of Payment. The Governmental Entity shall pay to St James as compensation for its services under this Agreement the sum of \$45.00 per hour of maintenance services provided to Governmental Entity to be invoiced monthly by St James. The Governmental Entity shall pay the amount invoiced within 30 days from receipt of an invoice detailing the number of hours of service provided by St James to the Governmental Entity.

The hourly rate will be increased when a wage increase of the St James' employee is approved by St James Township Board.

3. Term. The term of this Agreement shall begin on the date first above written and shall continue until terminated by either party on 30 days written notice to the other party.
4. Independent Contractor. The relationship of St James to the Governmental Entity is that of an independent contractor and in accordance therewith, the parties agree to conduct themselves consistent with such status and that neither the parties nor their employees, officers, or agents will claim to be an officer, employee, or agent of the other or make any claim, demand of application to or for any rights or privileges applicable to any officer or employee of the parties including, but not limited to, workers' compensation coverage, unemployment insurance benefit, social security coverage, or retirement membership or credit.
5. Insurance. During the term of this Agreement, St James shall maintain General Liability Insurance in an amount not less than \$2,000,000.00 per occurrence with the Governmental Entity named as an additional insured.
6. Non-discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.
7. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.
8. Entire Agreement. The Agreement, together with all items incorporated herein by reference, constitutes the entire Agreement of the parties and there are no valid promises, conditions, or understandings which are not contained herein.
9. Amendments. The parties agree to modifications of this Agreement as appropriately needed, but such modifications shall be in writing and signed by both parties.
10. Assignment. The parties agree that there shall be no assignment of this Agreement or any part thereof unless mutually agreed to in writing by both parties.
11. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree that if they are unable to resolve the dispute

themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

12. Venue. Any and all suits for any and every breach of the Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Charlevoix, State of Michigan.
13. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in the Agreement of behalf of the parties, such words shall be interpreted to be in the plural, masculine, or feminine as the sense requires.
14. Workers Compensation. The parties agree to maintain at all times while services are being performed under this Agreement suitable workers compensation insurance pursuant to Michigan law and will upon execution of this Agreement provide a certificate of insurance or copy of state approval for self-insurance to St James's Clerk and the clerk or secretary of the Governmental Entity.
15. Authority to Execute. The parties agree the signatories appearing below have the authority and are duly authorized to execute the Agreement on behalf of the party to the Agreement.
16. Termination.
  - a. FOR FAULT. If either party determines that the other party has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by the Agreement, the party may terminate or suspend this Agreement in whole or in part upon written notice to the other party specifying the portions of the Agreement the party has failed to perform, and in the case of suspension, shall specify a reasonable period not more than thirty (30) days, nor less than (15) days from receipt of notice, during which time the breaching party shall correct the violations referred to in the notice. If the breaching party does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time.
  - b. NOT FOR FAULT. Whenever either party determines that termination of this Agreement in whole or in part is in the best interest of the party or in the event that termination is required by a State or Federal agency, either party may terminate this Agreement by written notice to the other party specifying the services terminated and the effective date of such termination.

17. Lack of Employees. If St James is unable to carry out any of its obligations under this Agreement because of lack of employees to perform the services for the Governmental Entity, then the obligations of St James shall be suspended to the extent necessary as a result of the lack of employees for the period of time as necessary due to lack of employees.

18. Force Majeure. If because of Force Majeure either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charger amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. The parties agree the COVID-19 pandemic is not a force majeure event.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Government Entity Representative

\_\_\_\_\_  
Government Entity Title

FOR ST JAMES TOWNSHIP

\_\_\_\_\_  
Roberta S. Welke, Supervisor

\_\_\_\_\_  
Julie Gillespie, Township Clerk