

CEMETERY SERVICES AGREEMENT

THIS CEMETERY SERVICES AGREEMENT ("Agreement"), is made this 1st day of July, 2026, between Saugatuck Township, a Michigan general law township, the business address of which is 3461 Blue Star Hwy, Saugatuck Michigan 49453 ("Township") and the City of the Village of Douglas, a Michigan home rule city, the business address of which is 415 W. Wiley Rd, Suite 103 PO Box 757, Douglas Michigan 49406 ("City").

RECITALS

- A. Act 35 of the Public Acts of 1951 authorizes a municipal corporation to join with another to operate, perform or provide a service which each has the power to provide separately.
- B. The Township and the City are authorized to acquire, operate and perpetually maintain cemeteries.
- C. The City does not have a cemetery. The Township is the owner of two cemeteries within the Township, known as Riverside Cemetery and Douglas Cemetery (collectively, the "Cemeteries"). For a number of years the City and Township have shared the costs of operating the Cemeteries, in exchange for which City residents are treated identically to Township residents for purposes of acquiring burial grounds and operations.
- D. The Township and City desire to contract to share in the costs of lawn care maintenance of the Cemeteries; in exchange for which City residents will be treated identically to Township residents for purposes of acquiring burial grounds and operations.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Provision of Cemetery Services. During the term of this Agreement the Township will provide the following cemetery services to residents of the City on terms identical to those afforded to residents of the Township: operation and improvement of the Cemeteries; the provision of care for graves in the Cemeteries; and, permitting the purchase and maintenance of burial sites and rights. at Township taxpayer/resident rates.
2. Other Terms of Services. The Cemeteries shall be available for use by City and Township residents subject to such rules, regulations and charges pertaining to the use of the Cemeteries established by the Township Board and consistent with the terms of this Agreement, and the availability of the Cemeteries shall be the same for each entity and their constituents. Without limitation, City residents will pay the same rates for grave burial rights as Township taxpayer/residents.
3. Administration and Operation. Except as expressly provided in this Agreement, the Township shall be responsible for administering, operating and maintaining all aspects of the Cemeteries including, without

limitation, an obligation to maintain all requisite insurance coverages, provide training for all associated personnel, record keeping, selling of burial rights, grounds maintenance, and grave marking for burials cremains. The City shall be provided with monthly reports for burials made by the Township during the term on this Agreement. The Township and its personnel providing services under the terms of this Agreement are independent contractors and shall not be regarded as employees of the City for purposes.

4. No Assumption of Liability. It is expressly understood and agreed that the City shall not incur any liability in having the Township provide cemetery services under the terms of this Agreement or in any manner incident thereto. It is further the express intent of the parties that in providing these cemetery services the parties are engaged in an essential governmental function.

5. Compensation. The City shall annually pay to the Township, for the cemetery services provided for in this Agreement, an amount proportional to each participating municipality's total population as determined by the last federal decennial census or by the most recent federal census hereafter taken subject to the following.

- (a) The City's financial responsibility is limited to the direct lawn care maintenance for the Cemeteries as provided for in the relevant contract and not indirect costs associated with that maintenance (e.g., Township administrative costs in contracting for services, overseeing the Cemeteries, etc.
- (b) In determining the proportionality of costs as provided for herein, the participating municipalities shall be the City of Saugatuck, Saugatuck Township and the City of the Village of Douglas.
- (c) The City of the Village of Douglas agrees to the following payment schedule:
 - 2027 – not to exceed \$10,150
 - 2028 – not to exceed \$10,860
 - 2029 – not to exceed \$11,620
- (d) The City's financial responsibility shall be limited as provided for herein to the amount of the actual lawn care contract awarded by the Township, which contract shall be bid not less frequently than once each three years.
- (e) The City has the right to review and approve any lawn care contract for the Cemeteries as provided for herein prior to an award of the same by the Township.

6. Release and Waiver. The Township, on behalf of itself, its agents, assigns, employees and officers, waives the right to assert any and all rights, claims, damages or causes of action against the City, its employees, officers, agents, successors and assigns (collectively and individually, the "City Parties") and fully release and discharge the City Parties from any and all rights, claims, damages or causes of action or nature whatsoever, against the City Parties arising out of or connected in any manner with burials or similar services provided by the Township for or on behalf of City residents (whether pursuant to contract or otherwise) prior to the date of this Agreement or involving actions or omissions by the Township, its officers, employees or agents in providing cemetery services or otherwise operating the Cemeteries during the term of this Agreement.

7. Term. The term of the Agreement shall be for three years (July 1, 2026 to June 30, 2029).

8. Sale Agreement. This Agreement is the only agreement or contract between the parties with respect to the matters referred to herein and no other agreements or understandings of any kind of nature shall be binding on the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to the authority granted by their respective governing bodies, on the day and year first above written.

TOWNSHIP OF SAUGATUCK

By _____

Abby Bigford, Supervisor

By _____

Cindy Osman, Clerk

CITY OF THE VILLAGE OF DOUGLAS

BY _____

Cathy North, Mayor

By _____

Laura Kasper, Clerk