

INTERGOVERNMENTAL SERVICE AGREEMENT

Between the Lake Orion Downtown Development Authority and the Village of Lake Orion

This Agreement is entered into this ___ day of _____, 2026, by and between the **Lake Orion Downtown Development Authority** ("DDA"), located at 118 N. Broadway St., Lake Orion, MI 48362, and the **Village of Lake Orion** ("Village"), a Michigan municipal corporation located at 21 E. Church St., Lake Orion, MI 48362. Collectively, the DDA and the Village are referred to as the "Parties."

RECITALS

Whereas, the DDA and Village seek to collaborate on essential public works services that directly support the safety, cleanliness, and operations of the Downtown district;

Whereas, the Parties desire to define and limit the scope of services provided by the Village Department of Public Works (DPW) on behalf of the DDA;

Now, therefore, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

1. TERM AND TERMINATION

- a) **Initial Term.** This Agreement shall commence on **July 1, 2026**, and shall terminate on **June 30, 2027**, unless otherwise terminated in accordance with this section.
 - b) **Automatic Renewal.** This Agreement shall automatically renew for successive one-year terms unless either Party provides notice of termination at least **90 days** prior to the renewal date.
 - c) **Termination.** Either Party may terminate this Agreement for any reason by providing at least **90 days' written notice**. Upon termination, DPW will complete any in-progress services or transition responsibilities as agreed upon.
 - d) **Annual Review.** The Parties shall meet at least annually in May to review performance, costs, and make any necessary amendments for the following fiscal year.
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2. SCOPE OF SERVICES

The Village DPW shall provide the following services to the DDA district during the term of this Agreement:

1. **Streetlight and Electrical Outlet Repair**
DPW will perform maintenance and repair of DDA-owned or designated decorative streetlights and public electrical outlets within the Downtown district, including diagnosis, bulb or fixture replacement, and minor pole repairs.
2. **Trash Pickup – Twice Weekly**
DPW will empty public trash receptacles within the DDA district **two times per week**, year-round. The DDA shall provide all required trash bags, liners, and replacement containers as needed.
3. **Tree Trimming of Streetscape Trees**
DPW will trim and maintain all trees located in DDA streetscape areas to promote safety, visibility, and overall aesthetic value.
4. **Lawn mowing of DDA properties.**
Every week, or as needed with Village owned properties DPW will mow and weed whip around all DDA lots, DDA office, and outside of the lumberyard property.
5. **Special Event Support**
DPW will assist with setup and breakdown of DDA-sponsored events, including barricade placement and removal, and trash collection during and after the event. Support must be coordinated with DPW at least two weeks in advance of the scheduled event.
6. **Mulching of DDA-Improved Properties**
DPW will provide and spread mulch annually in designated DDA-maintained landscaped areas, including flower beds, tree bases, and other planted features.
7. **Hanging and Removal of Seasonal Banners**
DPW will coordinate with DDA and with at least 1 weeks prior notice shall remove and hang seasonal banners.

No additional services shall be provided under this Agreement unless formally amended in writing by both Parties.

3. COMPENSATION

The DDA shall pay the Village the sum of **\$29,000.00 annually**, to be invoiced and paid in four equal quarterly installments. This amount reflects labor and equipment costs associated with the above Scope of Services, based on current operational rates.

The DDA shall supply all consumables (e.g., trash bags, liners, mulch) related to the services provided, unless otherwise agreed in writing. The DDA will also be provided a cost for replacement electrical parts when electrical repairs are needed.

If service levels, labor rates, or material costs change significantly, either Party may request a cost renegotiation during the annual review period.

4. INSURANCE AND LIABILITY

Each Party shall maintain appropriate insurance coverage for its operations and employees. Neither Party shall be liable to the other for incidental, indirect, or consequential damages arising out of the performance of this Agreement, except in cases of gross negligence or willful misconduct.

5. DISPUTE RESOLUTION

In the event of any dispute concerning the interpretation or application of this Agreement, the Parties shall meet in good faith to resolve the issue. If resolution is not achieved, the matter shall be referred to the Village Manager for non-binding mediation.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the DDA and the Village with respect to the services herein described and supersedes any prior agreements or understandings. Amendments must be made in writing and signed by authorized representatives of both Parties.

7. SIGNATURES

VILLAGE OF LAKE ORION

LAKE ORION DOWNTOWN
DEVELOPMENT AUTHORITY

Darwin McClary
Village Manager

Debbie Burgess
Board Chair

Attest:

Wes Sanchez, DPW Director

Matthew Gibb, DDA Director

