

AGREEMENT FOR SNOW REMOVAL

THIS AGREEMENT is made on the _____ day of _____, 2025, by and between the Village of Lake Orion, a Michigan municipal corporation, 21 E. Church st., Lake Orion MI 48362, hereinafter referred to as "Village," and Lake Orion Downtown Development Authority, 118 N. Broadway St., Lake Orion MI 48362, hereinafter referred to as "DDA"

The Village and DDA agree as follows:

ARTICLE I. Scope of Work

The Village agrees to furnish all of the materials, equipment and labor necessary, and to abide by all the duties and responsibilities applicable to it, for "Sidewalk Snow Removal" in accordance with the following project description:

For the 2024-25 winter season, to remove all snow and ice accumulations from the complete width of public sidewalks, including sidewalk ramps, as are abutting various addresses, and as depicted in the map approved by the parties, when the Director of the Department of Public Works for the Village has determined accumulation of snow is then equal to or exceeding three (3) inches, or upon receipt of a verbal notice to proceed from the DDA Executive Director. All instances of removal, including date and time, shall be recorded between the parties and compensated as described below.

ARTICLE II. Payment and Terms

Payment. The DDA shall pay the Village for each instance of removal ("Push") and for the performance of the contract as follows:

- a) Each instance of removal "Push" shall be charged a fee of \$1,618.00.
- b) This Agreement authorizes a maximum number of Push events of Eight (8), additional events may be completed only by mutual consent.

Payment shall be made upon completion of all work and acceptance of the work by the DDA. DDA shall promptly submit a purchase order/requisition not later than the second Wednesday of each month directing payment to the Village.

The Parties may agree to amend this contract in writing by mutual consent if it becomes necessary to extend the number of Push events, or to assess any equitable charges due to excessive snowfall events. All such changes in the work shall be first approved in writing prior to the start of such extra work, unless mutually authorized due emergency.

Term. This agreement shall commence upon execution and continue, as may be amended, by season, until mutually terminated.

Assignment. This contract may not be assigned or subcontracted without the written consent of both Parties.

Choice of Law. This contract shall be construed, governed and enforced in accordance with the laws of the State of Michigan. By executing this agreement, Contractor and City agree to venue in Eaton County for purposes of any action arising under this contract. Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

Relationship of the Parties. Village and DDA agree that this is not a contract of employment or independent contract, rather an agreement between mutually operated governmental agencies. Nothing contained in this contract shall be deemed to constitute any other relationship than that of inter-agency.

Entire Agreement. This contract represents the entire understanding between Village and DDA and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by a signed written amendment.

Village of Lake Orion

Lake Orion Downtown
Development Authority

Darwin McClary
Village Manager

Matthew Gibb
Executive Director