

## **AGREEMENT FOR FIRE TRUCK REPAIR SERVICES**

This Agreement is entered into between the City of Marquette, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the Powell Township, with offices located at 101 Bensinger St, Big Bay, MI 49808 (hereinafter referred to as "the Township").

WHEREAS, the Township desires to engage the City to provide repair services for its fire trucks and related equipment by reason of the City's qualifications and experience in performing such services, and

WHEREAS, the City has offered to provide the required services on the terms to be agreed upon by the City and the Township prior to the performance of the services.

NOW, THEREFORE, it is agreed that:

1. The Township will provide the City with pertinent information regarding its requirements for the repair services.
2. The City will be responsible for employing or engaging all persons necessary to perform the repair services.
3. It is expressly agreed that in the performance of the services required under this Agreement, the City will at all times be considered an independent contractor, under control of the Township as to the result of the work but not the means by which the result is accomplished. Nothing in this Agreement shall be construed to make the City an agent or employee of the Township while providing services under this Agreement.
4. Payment will be made by the Township for services rendered and upon submission of a payment request upon completion and the Township approval of the work performed.

5. Either party shall have the right to terminate this Agreement for any reason upon ten (10) days written notice to the other party.
6. All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To City: Marquette City Manager  
300 W. Baraga Avenue  
Marquette, MI 49855

To Township: Powell Township ~~Clerk~~ *Supervisor*  
101 Bensinger Street  
Big Bay, MI 49808

7. This Agreement represents the entire agreement between the City and the Township and supersedes all prior negotiations, representations, and agreements, either written or oral.
8. This Agreement may be amended only by written instrument signed by both the City and the Township.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Karen M. Kovacs  
Marquette City Manager

Dated: 1-18-2022

*Darlene Yarnes*  
By: *Supervisor*  
Powell Township