

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made between the City of Buchanan, (City) with a principal place of business at 302 Redbud Trail North, Buchanan, MI 49107, and _____, with a mailing address of _____.

1. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue on a rolling monthly basis, automatically renewing each month unless one of the parties serves written notice upon the other of their intention to terminate this Agreement.

2. **Terminating the Agreement.** Either party may terminate this Agreement by giving five (5) days written notice of termination to the other party.

3. **Services to be Performed.** Contractor agrees to perform the following services for the City:

- Grant Identification
- Grant Writing
- Grant Administration
- Identifying Sustainability initiatives for the City
- Assist to develop strategies for ecological restoration and public access opportunities to the St. Joseph River
- Special Projects as Assigned by the City Manager or Community Development Director

4. **Payment.** In consideration for the services to be performed by Contractor, the City agrees to initially pay Contractor the sum of \$15.00 per hour for each type of service performed. Hourly pay will be re-assessed each month and shall only be increased if the amount of grant revenue receipted as a direct result of Contractor's services justify the increase. Whether an increase in hourly pay is justified shall be determined by the Community Development Director, who will then recommend an increase in hourly pay to the City Commission for approval. Hourly wage shall not be increased absent a majority vote of the City Commission. Contractor shall not perform services beyond a maximum of 25 hours per week, and any invoices seeking payment in an amount beyond the amount due for 25 hours per week of services shall be denied.

5. **Terms of Payment.** Contractor shall invoice the City on a monthly basis for each service performed that has been completed by Contractor. Said invoices shall include a description of the services performed. No invoice shall be paid until reviewed by the City Manager and made part of the financial approval process for the City Commission.

6. **Expenses.** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes computer and internet expenses, communications equipment; automobile and other travel expenses; meals and entertainment; insurance premiums; and telephone expenses related to the completion of the tasks required to be completed pursuant to this Agreement. City will consider reimbursing Contractor for certain expenses, but only with the direct written approval of the City Manager.

7. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement. Contractor will be able to access and use City equipment and supplies while services are being provided at City facilities.

8. **Independent Contractor Status.** The parties agree that Contractor is an independent contractor, and that neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed to be, employees of the City. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- Contractor has the right to perform services for third parties during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and City shall not hire, supervise, or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from City in the professional skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by City to devote full time to the performance of the services required by this Agreement.

The parties acknowledge and agree that City is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

9. **Permits and Licenses.** Contractor declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

10. **State and Federal Taxes.** City will not

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
- make state or federal unemployment compensation contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not an City, self-employment

(Social Security) taxes. On demand, Contractor shall provide City with proof that such payments have been made.

11. **Fringe Benefits.** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of City.

12. **Worker's Compensation.** City shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide City with a certificate of worker's compensation insurance before the employees begin work.

13. **Unemployment Compensation.** City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by City under this Agreement.

14. **Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless City from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Contractor.

15. **Exclusive Agreement.** This is the entire Agreement between Contractor and City.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

17. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of City without City's prior written permission except to the extent necessary to perform services on City's behalf. However, Contractor also acknowledges that as a municipal corporation, the City is generally subject to Freedom of Information Act (Freedom of Information Act) requirements, and thus, materials and documents prepared by Contractor relating to City's business may ultimately become subject to FOIA, and as such, said materials and documents must be preserved by Contractor as according to the City's Records Retention Policy, which is available from the Office of the City Clerk. Upon termination of Contractor's services to City, or at City's request, Contractor shall deliver to City all materials and/or documents in Contractor's possession relating to City's business.

18. **Disputes Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that City violated any state or federal statutes, common-law doctrine, or committed any tort with respect to Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then

in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

19. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

20. **Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to the City and to the Contractor at their respective addresses set forth in this Agreement. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement. Each party has a duty to inform the other of a change in address within 5 days of such a change.

21. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on the City's behalf.

22. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this Agreement without the City's prior written approval.

Signatures:

Date: _____, 2021

CITY OF BUCHANAN, City

City Manager Heather Grace Signature

Date: _____, 2021

Independent Contractor Signature

Independent Contractor Printed Name