

City of Grosse Pointe Woods

Consulting Agreement

THIS AGREEMENT, signed this ____ day of December, 2021, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "CITY", and BRUCE SMITH hereinafter called "SMITH" both of whom agree as follows:

WITNESSETH:

WHEREAS, the CITY has employed the services of SMITH as City Administrator of the City of Grosse Pointe Woods as provided by the City Charter, Code, and state law; and

WHEREAS, SMITH has expressed his desire to resign from that fulltime position as City Administrator effective December 31, 2021; and

WHEREAS, the CITY is desirous of utilizing the expertise and professionalism of SMITH on a short time basis as a consultant following his resignation as City Administrator; and

WHEREAS, SMITH agrees to the terms and conditions of this Consulting Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – DUTIES:

- A. Beginning January 1, 2022, SMITH shall act as a consultant for the CITY. From the date of this Agreement until then, he shall continue to serve as the City Administrator under the provisions of his current employment agreement.
- B. SMITH will provide consulting services for a minimum of three months beginning January 1, 2022. Following that three month period, the parties may extend this agreement for an additional three months.
- C. The consulting services shall be broadly interpreted and shall include, but not be limited to, providing any and all services including telephone consultation, limited physical presence in the City offices, and any other services that may be required by the City Administrator and/or the Council.

Section 2 – PAY RATE:

- A. The CITY agrees to pay SMITH at a rate of Three Thousand (\$3,600.00) per month for a maximum 25 hours per month.
- B. Payments to be made once a month beginning February 1, 2022. Said payments shall be retroactive and not prospective.
- C. Compensation over and above the 25 hours per month shall be paid at the rate of \$70.00 per hour. Any additional hours in any given month over and above 25 hours per month shall receive prior approval by the City Administrator.
- D. SMITH shall have the responsibility to provide a detailed billing of hours worked during every month if and when those hours exceed 25 hours per month.
- E. SMITH shall be a 1099 employee and shall not be entitled to any fringe benefits except as noted herein.

Section 3 – TERM:

- A. The term of this agreement shall be effective January 1, 2022, through April 1, 2022, unless terminated or extended by either of the parties.

Section 4 – MISCELLANEOUS

SMITH shall also be permitted to continue to serve as the Police Commissioner of the CITY during the duration of this Agreement. The parties agree that the labor attorney and the city attorney have reviewed the status of SMITH continuing as Police Commissioner and have approved same.

There shall be no other compensation of any kind except as clearly stated herein.

Section 5 – GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supersedes any and all other Agreements or contracts, either oral or written between the parties except for SMITH'S existing agreement with the CITY as City Administrator.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addresses as follows:
- | | |
|-------------------------------|----------------------|
| 1) City Clerk | 2) Bruce Smith |
| City of Grosse Pointe Woods | 57649 Cider Drive |
| 20025 Mack Plaza | Washington, MI 48094 |
| Grosse Pointe Woods, MI 48236 | |
- C. The parties acknowledge that both the CITY and SMITH have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.

CITY OF GROSSE POINTE WOODS

BRUCE SMITH

Dated: _____, 2021

BY: _____

ARTHUR W. BRYANT, MAYOR

Dated: _____, 2021

APPROVED FOR SIGNATURE:



Lisa Anderson, City Attorney

Dated: Dec. 13, 2021