

CONTRACT FOR PROFESSIONAL SERVICES
(SUPERVISOR CONSULTANT)

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between **Hamburg Township**, a Michigan municipal corporation, whose address is 10405 Merrill Road, P.O. Box 157, Hamburg, Michigan 48139 (hereinafter referred to as "Client"), and **Patrick J. Hohl**, whose address is _____ (hereinafter referred to as "Consultant").

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Consultant shall perform the work, duties and responsibilities described on and in Schedule A (Fees and Scope of Work), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on July 15, 2025 for six (6) months, with a possible extension of an additional 6 months (at the approval of the Township Board).

Article III. Contract Price and Payment.

- A. Subject to the terms and conditions of this Contract, the Client agrees to pay Consultant in the amount, manner, and according to the timing for making such payments set forth in Exhibit A (referred to in this Contract as "payments"). Payments shall be made within 30-days upon verification and approval of invoices received by the Township. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract.
- B. The Client agrees to pay Consultant amounts due within thirty (30) days of receipt of an itemized billing/invoice from Consultant detailing all work performed and provided in connection with the billing and the hours and charges applicable to each such item of work. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.
- C. All costs and expenses incurred by Consultant in the course of performing the work under this Contract are deemed to be included in the hourly fees and amounts set forth in Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee.

- D. Payments shall be made upon verification of invoices received by the Client. All payments to Consultant shall be submitted by mail at Consultant's address first listed above, unless Consultant provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

- A. This Contract, including any extension or amendment of this Contract, may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days' written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- B. In the event this Contract is terminated prior to completion of the work, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Consultant for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Consultant continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.
- C. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Consultant shall deliver to the Client all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way. The Client shall be permitted to withhold any payments and reimbursements otherwise owing to Consultant under the terms of this Contract until all such materials are delivered to the Client in accordance with the terms and conditions of this Contract.

Article V: Independent Contractor Relationship.

- A. In the performance of this Contract, the relationship of Consultant to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Consultant is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

- B. Consultant, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

Article VI: Liability and Insurance.

- A. Consultant agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of professional liability which arises out of or is in any way connected or associated with the actions or inactions of Consultant in performing or failing to perform the work, or civil damages which arise out of any dispute between Consultant and its subcontractors, affiliates, employees or other private third parties in connection with this Contract, and personal injury or property damage arising out of the Consultants operation of a motor vehicle in connection with this Contract.
- B. Client agrees to indemnify and hold harmless the Consultant, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Consultant which arises out of or is in any way connected or associated with the actions or inactions of Client, in connection with the activities performed pursuant to this Contract.
- C. Consultant is not an employee or agent of Client, and no liability or other benefits of any kind, such as unemployment or workers compensation, retirement, insurance benefits, tenure rights or tax withholdings shall be made by or accrue to Consultant. In the event that Consultant is a sole proprietor and has not purchased Workers Compensation Insurance, Consultant hereby accepts full responsibility for any accidents or injuries to himself/herself while operating on or about the premises of the Client as an independent contractor. Furthermore, Consultant hereby acknowledges and accepts that if Consultant has any employees that will be working on-site on or about the premises of the Client, Consultant has an obligation to purchase and maintain Workers Compensation Insurance, and in the event that he/she does not, hereby accepts full responsibility for any accidents or injuries to his or her employees while operating on or about the premises of the Client

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Consultant during the term of this Contract, and any extension thereof, that in any way relate to the

performance of work by Consultant under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: Accuracy.

Consultant promises that the information it provides in the work to be performed under this Contract will be accurate, excepting only inaccuracies resulting from incorrect information provided by the Client, the Township, other consultants and/or other public sources. Consultant will not charge Client for necessary corrections to its work and will be responsible for any increased cost incurred by the Client as a result of any inaccuracies in the work, excepting inaccuracies resulting from incorrect information provided by the Client, the Township, other consultants and/or other public sources.

Article IX: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Consultant. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Consultant's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Consultant shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Consultant that it is hired by Client to work exclusively for Client (and by extension for the City should the work be accepted and implemented by the City) and Consultant agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Consultant's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: Jason Negri, Township Supervisor, 10405 Merrill Road, P.O. Box 157,
Hamburg, Michigan 48139
Consultant: Patrick J. Hohl: _____

- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Consultant.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in Hamburg Township, Livingston County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.
- K. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.
- L. Severability; Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Contract. This Contract shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the Contract shall remain in full force and effect. The fact that one of the parties to this Contract may be deemed to have drafted or structured any provision of this Contract shall not be considered in construing or interpreting any particular provision of this Contract, either in favor of or against such party.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract in Livingston County, Michigan, as of the date first listed above.

Hamburg Township ("Client"):

By: _____
Jason Negri, Township Supervisor

Date:

By: _____
Mike Dolan, Its Clerk

Date:

("Consultant"):

By: _____
Patrick J. Hohl

Date:

SCHEDULE A
FEES AND SCOPE OF WORK

- Consultant will be available to the Supervisor for consultation and assistance up to 8 hours/week for 6 months, with a possible extension of an additional 6 months (at the approval of the board);
- Consultant will be paid \$1880/month for his services;
- The Supervisor will determine when consultation is needed and work with Consultant to schedule the in-person time or phone calls;
- At no time is the consulting service to include representation by Consultant that he is acting on behalf of Hamburg Township in any way. This agreement is not authorization for Consultant to act as an agent for Hamburg Township with legal counsel, consultants, contractors, staff, residents, etc.;
- This consulting agreement does not include or grant access to Hamburg Township Staff, Township secured facilities, Township owned equipment, etc., except to the extent requested by the Township Supervisor, as needed.

SERVICE PROVIDER OR VENDOR

WAIVER OF LIABILITY & WORKERS' COMPENSATION

Service Provider: _____

I, Patrick J. Hohl, hereby acknowledge and agree that Service Provider's relationship with Hamburg Township is and shall continue to be that of an independent contractor. Service Provider is not an employee or agent of Hamburg Township, and no liability or other benefits of any kind, such as unemployment or workers compensation, retirement, insurance benefits, tenure rights or tax withholdings shall be made by or accrue to Service Provider. In the event that Service Provider is a sole proprietor and has not purchased Workers Compensation Insurance, Service Provider hereby accepts full responsibility for any accidents or injuries to himself/herself while operating on or about the premises of Hamburg Township as an independent contractor. Furthermore, Service Provider hereby acknowledges and accepts that if Service Provider has any employees that will be working on-site on or about the premises of Hamburg Township, Service Provider has an obligation to purchase and maintain Workers Compensation Insurance, and in the event that he/she does not, hereby accepts full responsibility for any accidents or injuries to his or her employees while operating on or about the premises of Hamburg Township. Service Provider is not authorized to enter into or sign any agreements or make any representations to third parties that are binding upon Hamburg Township.

By: _____
Patrick J. Hohl

Date:
