

INDEPENDENT CONTRACTOR AGREEMENT

DANGEROUS BUILDING HEARING OFFICER

This Independent Contractor Agreement (“Agreement”) is made and entered into this 8th day of September 2026, by and between the **Charter Township of Madison**, Lenawee County, Michigan, a Michigan municipal corporation (“Township”), and **Dave Newland** (“Hearing Officer”).

Recitals

- A. The Township has adopted the Charter Township of Madison Dangerous Buildings Ordinance, Ordinance No. 3 (adopted July 10, 1979; amended May 18, 1982 and September 14, 1993) (the “Ordinance”), which regulates the maintenance and safety of dangerous buildings and structures within the Township.
- B. Section 5.1 of the Ordinance authorizes the Township Supervisor to appoint a Dangerous Building Hearing Officer, who shall be a person with expertise in housing matters and who shall not be an employee of the enforcing agency.
- C. The Township Board authorized this Agreement on September 8, 2026, and the Township Supervisor has appointed the Hearing Officer to serve pursuant to Section 5 of the Ordinance.
- D. The Hearing Officer represents that the Hearing Officer possesses the expertise required by Section 5.1 of the Ordinance, is not an employee of the Township or of the enforcing agency, and is willing to perform the duties of Dangerous Building Hearing Officer as an independent contractor on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. Engagement and Appointment

The Township engages the Hearing Officer to serve as the Dangerous Building Hearing Officer for the Charter Township of Madison pursuant to Section 5 of the Ordinance. The Hearing Officer is appointed by, and serves at the pleasure of, the Township Supervisor as provided in Section 5.1 of the Ordinance.

2. Qualifications and Independence

The Hearing Officer represents and warrants, and shall maintain throughout the term of this Agreement, that the Hearing Officer:

- (a) Has expertise in housing matters within the meaning of Section 5.1 of the Ordinance (including, but not limited to, service as an engineer, architect, building contractor, building inspector, or member of a community housing organization);
- (b) Is not an employee of the Township or of the enforcing agency (the Township acting through its Building Official) as required by Section 5.1 of the Ordinance; and
- (c) Is independent of the enforcing agency such that the Hearing Officer may impartially adjudicate matters in which the enforcing agency presents evidence under Section 5.3 of the Ordinance.

3. Duties

The duties of the Hearing Officer are those prescribed by Sections 4 through 6 of the Ordinance, which are incorporated by reference, and include the following:

- (a) Receive and maintain copies of dangerous building notices filed with the Hearing Officer by the enforcing agency under Section 5.2 of the Ordinance;
- (b) Schedule and preside over hearings on whether a building or structure is a dangerous building, ensuring that notice and service requirements of Sections 4.3 and 4.4 of the Ordinance are satisfied before the hearing proceeds;
- (c) Take the testimony of the enforcing agency, the owner of the property, and any interested party, as provided in Section 5.3 of the Ordinance;
- (d) Render a written decision not more than five (5) days after completion of the hearing, either closing the proceedings or ordering the building or structure demolished, otherwise made safe, or properly maintained, and fixing a time for compliance, as provided in Sections 5.3 and 5.4 of the Ordinance;
- (e) Upon noncompliance, file a report of findings and a copy of the order with the Township Board not more than five (5) days after noncompliance, and cause a copy of the findings and order to be served on the owner, agent, or lessee in the manner prescribed by Section 4.4, all as provided in Section 5.5 of the Ordinance;
- (f) Appear and present the findings and order at the enforcement hearing before the Township Board under Section 6 of the Ordinance, and appear and testify in any proceeding for an order of superintending control in the circuit court under Section 10 of the Ordinance, as reasonably requested;
- (g) Keep accurate records of all matters heard and decided, and conduct all hearings and issue all decisions in compliance with the Ordinance, the Housing Law of the State of Michigan (Act No. 167 of the Public Acts of 1917, as amended), the State Construction Code Act (Act No. 230 of the Public Acts of 1972, as amended), the Township Building Code, and applicable due-process requirements.

4. Impartiality and Standard of Conduct

The Hearing Officer shall act in a quasi-judicial capacity and shall decide each matter impartially and solely on the evidence presented on the record. The Hearing Officer shall not engage in ex parte communication with the enforcing agency, the owner, or any interested party regarding the merits of a pending matter, and shall render each decision within the time prescribed by the Ordinance.

5. Conflict of Interest and Recusal

The Hearing Officer shall comply with all applicable state statutes, regulations, and local ordinances governing conflicts of interest. The Hearing Officer shall not hear or decide any matter in which the Hearing Officer, or a member of the Hearing Officer's immediate family, has a direct or indirect pecuniary interest, or in which the Hearing Officer performed an inspection or otherwise contributed labor or materials to the building or structure at issue. The Hearing Officer shall promptly disclose any such interest and shall recuse from the matter.

6. Independent Contractor Status

The Hearing Officer is an independent contractor and not an employee of the Township. The Hearing Officer is entitled to no benefits or compensation other than as provided in this Agreement. The Township shall not withhold income tax, FICA, Social Security, Medicare, or similar amounts from the Hearing Officer's compensation, and shall not make any contribution to any Township retirement or benefit program on behalf

of the Hearing Officer. The Township shall issue the Hearing Officer a Form 1099 annually. The Hearing Officer is not entitled to workers' compensation coverage under any Township policy. The Hearing Officer determines the means and methods of performing the duties under this Agreement, subject to the deadlines and procedures fixed by the Ordinance, and shall not have a set work schedule but shall perform assigned duties within the time required by the Ordinance.

7. Compensation

For each dangerous building hearing conducted and completed by the Hearing Officer, the Township shall pay the Hearing Officer a fee of \$125.00 per property. This fee compensates the Hearing Officer for the hearing under Section 5.3, the preparation and service of the written decision under Sections 5.3 and 5.4, and the report of findings under Section 5.5 for that property.

- (a) A hearing that is continued or reconvened as to the same property shall be included in the per-property fee.
- (b) Appearances at an enforcement hearing before the Township Board under Section 6, and appearances or testimony in circuit court under Section 10, shall be compensated at \$25.00 per hour.
- (c) The Hearing Officer shall submit a written invoice for each request for payment to the Township Building Official (or such other office as the Township designates). Payment shall be made no later than thirty (30) days after the invoice is received. The Hearing Officer shall not be compensated for any hearing, session, or appearance that does not occur.

8. Insurance

- (a) **Township coverage (recommended for a quasi-judicial officer).** The Township shall extend the defense and indemnification set forth in Section 9 to the Hearing Officer for acts and omissions within the scope of the Hearing Officer's duties, and the Hearing Officer shall not be required to procure separate commercial general liability insurance.
- (b) **Motor vehicle liability.** If the Hearing Officer travels to a site in connection with the duties under this Agreement, the Hearing Officer shall maintain motor vehicle liability insurance with limits of not less than **\$100,000** per person, **\$300,000** per occurrence, and **\$25,000** property damage, and shall furnish the Township a certificate providing that thirty (30) days' advance written notice will be given to the Township of any cancellation.

9. Indemnification and Governmental Immunity

Except in the case of the Hearing Officer's own negligence or willful misconduct, the Township agrees to release and hold harmless the Hearing Officer from any and all claims, demands, causes of action, or damages of any kind or nature that arise out of or are related to the services provided by the Hearing Officer under this Agreement. To the extent of the coverages provided by the Township's insurance policies, the Township agrees to indemnify and defend the Hearing Officer against claims, demands, causes of action, or damages arising out of or relating to the Hearing Officer's duties pursuant to this Agreement.

This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the Township, and nothing in this Agreement shall be construed as a waiver of governmental immunity by the Township under MCL 691.1407

or otherwise. Nothing in this Agreement limits any quasi-judicial or other immunity to which the Hearing Officer may be entitled at law.

10. Records and Return of Materials

The Hearing Officer shall maintain accurate records of all matters heard and decided and shall make available for public inspection any writing prepared, owned, used, or retained in the performance of an official function to the extent required by the Freedom of Information Act (Act No. 442 of the Public Acts of 1976, as amended). Upon termination of this Agreement, the Hearing Officer shall return to the Township all files, records, notices, orders, and other documents relating to the Township.

11. Term and Termination

This Agreement takes effect on the date first written above and continues until terminated. Consistent with Section 5.1 of the Ordinance, the Hearing Officer serves at the pleasure of the Township Supervisor, and the Township Supervisor may terminate this Agreement and the appointment at any time, with or without cause, effective on the date written notice of termination is delivered to the Hearing Officer. The Hearing Officer may terminate this Agreement upon thirty (30) days' advance written notice to the Township. Unless the Township directs otherwise, the Hearing Officer shall complete the decision on any matter already heard as of the effective date of termination. The Hearing Officer shall not be entitled to any compensation after the effective date of termination except for services rendered before that date.

12. Compliance with Law

The Hearing Officer shall comply with all applicable state statutes, regulations, and local ordinances in the performance of the duties under this Agreement, including the Ordinance and the notice, service, hearing, and recordkeeping requirements set forth therein.

13. Prohibition Against Assignment

The Hearing Officer's rights, interests, and obligations under this Agreement are personal and shall not be assigned, transferred, delegated, or pledged in any way.

14. Entire Agreement; Amendment

This Agreement contains the entire agreement and understanding between the parties, and no representation, promise, or understanding, written or oral, not contained herein shall be of any force or effect. This Agreement may be amended only by a writing signed by the Hearing Officer and the Township Supervisor upon approval of the Township Board.

15. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Michigan. Any action brought to enforce or remedy a violation of this Agreement shall be brought in Lenawee County, Michigan, and each party submits to that jurisdiction.

16. Severability

If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CHARTER TOWNSHIP OF MADISON

By: _____

Its: Ryan Rank, Township Supervisor

Dated: _____

Township Board authorization date: _____

HEARING OFFICER

Signature: _____

Print Name: Dave Newland

Dated: _____