

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Contract") shall be effective as of the date of the last signature ("Effective Date") and is between the Charter Township of White Lake ("Township"), whose address is 7525 Highland Road, White Lake, MI 48383, and Powell Engineering & Associates, LLC, whose address is 4700 Cornerstone Dr., White Lake, MI 48383 ("Contractor"). The Township and the Contractor shall be separately referred to herein as "Party," and shall be collectively referred to as "Parties."

The Parties wish to enter this Contract for the stated purposes and mutually agree as follows:

1. **Services to be Performed.** Contractor shall provide engineering consulting services to the Township, on an as needed basis, as requested by the Township Supervisor, including serving as a consultant/advisor member on relevant committees appointed to by the Township Supervisor (the "Work").
2. **Nature and Duration of Contract.** Contractor acknowledges that the Township's purpose in entering into this Contract is to provide for engineering consulting services on an as needed basis. Contractor acknowledges that the Township is not guaranteeing any number of hours or period of time for which Contractor's Work will be needed, and that the Township may enter into similar contracts for the same consulting services with other persons. This Contract, which is for an indefinite term, may be terminated, with or without cause, by either party upon fourteen (14) days prior written notice.
3. **Payment.** As consideration for performing the Work identified above, the Township will pay Contractor for the Work at an hourly rate of \$50.00.
4. **Terms of Payment.** Contractor shall provide the Township with an itemized list of all Work performed and hours worked on a weekly basis. The Township shall pay Contractor within 30 days of the Township receiving all required documentation and the invoice as described herein.
5. **Independent Contractor Status.** Contractor is and shall perform under this Contract as an independent contractor with complete control over Contractor's employees or agents, if any, and operations, and the means of providing the Work consistent and in compliance with this Contract. Contractor is not an employee of the Township and shall not make any representations, claims, assertions or statements that suggest otherwise. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the Township. In its capacity as an Independent Contractor, Contractor agrees to and represents the following:
  - a. The Work required by this Contract shall be performed by Contractor and the Township shall not hire, supervise or pay any assistants to help Contractor.
  - b. Neither Contractor nor any agent, employee, or contract personnel of Contractor shall receive any training from the Township in the professional skills necessary to perform the Work required by this Contract.
  - c. Contractor shall be responsible for the motor vehicle and all tools, equipment and materials necessary to perform the Work and shall not be entitled to Township payment

or reimbursement for any resulting costs or expenses. The Parties to this Contract intend that the relationship between them created by this Contract is that of service provider and service purchaser.

- d. The Township will not provide worker's compensation insurance or withhold from or pay for any income, FICA, disability, unemployment, or other payroll or employment taxes with respect to payments to Contractor and will issue an IRS Form 1099-MISC to Contractor for those payments.
  - e. Contractor and any Contractor employees or subcontractors shall not be eligible for or entitled to receive any health, life, disability or other insurance, pension or retirement, reimbursement, or other benefit that may be provided to Township employees.
  - f. While Contractor is expected to perform the Work required by this Contract, Contractor may market its services and seek out other business opportunities during the term of this Contract.
6. **Insurance.** Contractor shall have no right to or expectation of coverage under any insurance policies of the Township. Contractor shall be responsible for having and maintaining during the life of this Contract all insurance required by law or otherwise necessary to cover Contractor's liability relating in any way to the performance or nonperformance of the Work under this Contract and any personal injury or property damage suffered by Contractor relating in any way to the performance or nonperformance of the Work under this Contract, including liability, workers' compensation and motor vehicle liability insurance for the vehicle(s) used by Contractor in or for purposes of the performance of the Work. The Township will not and is not obligated to insure Contractor in any way or to provide insurance or insurance coverage of any kind, nature or amount to or for the Contractor. Contractor shall have and maintain the following insurance, which shall be documented by a Policy of Insurance and/or Endorsement of a Policy of Insurance provided to the Township prior to the Effective Date of this Contract and that entitles the Township to prior notice of cancellation, changes, or non-renewal of the Policy or any portion thereof:
- a. General Liability insurance against claims for bodily injury or death and property damage in the amount of at least \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. Coverage shall be endorsed to name the Township and its officials and employees as additional insured and such insurance shall be primary and noncontributory to any insurance the Township may have.
  - b. Workers Compensation and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan, if Contractor has employees or agents involved in providing the Work.
7. **Confidentiality.** Contractor understands that Contractor will learn and be exposed to information that is sensitive per the functions, duties, and operations of the Township. Accordingly, Contractor shall not, at any time during the term of this Contract or thereafter, disclose or use any confidential information obtained at any time, including, but not limited to, any attorney/client privileged communication.

8. **Liability.** Injuries to or damages suffered by Contractor and any Contractor employees or agents, third persons, and/or their property that occur during or as a result of the Work, are Contractor's responsibility, without recourse against or contribution from the Township or any of its officials or employees, with Contractor accepting all risks of and agreeing to indemnify, defend, and hold the Township harmless from, any claims and related costs and expenses, including attorney fees, for any such injuries or damage. The Township and its officials, employees, agents, and volunteers shall have no liability or responsibility for any such injuries or damages, consistent with the governmental immunity provided by law, which this Contract does not waive. This Contract is not for, and confers no benefit on, persons or entities that are not parties to it.
9. **Indemnification.** Contractor shall protect, defend, and save the Township, its officials, employees, volunteers, departments and agents harmless against any liability, actions, claims, suits, demands, judgments, expenses or charges of every nature and description brought against the Township for, or on account of, any property damage, death, injuries or other damages received or sustained by the persons or parties as a result of any facts or omissions of the Contractor or Contractor's employees, or agents.
10. **Compliance with and Governing Laws.** This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, codes, rules and regulations, including without limitation, those which apply because the Township is a public governmental agency or body. Contractor represents and warrants that Contractor is and will continue to be in compliance with all such laws and is otherwise eligible and qualified to enter into this Contract and perform the Work.
11. **Assignment.** Contractor shall not assign or subcontract the Work under this Contract without written consent of the Township.
12. **Governing Law.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan.
13. **Notices.** Written notice under this Contract shall be given to the Contractor and Supervisor of the Township at the addresses contained in this Contract by personal, overnight or registered mail delivery.
14. **Entire Agreement.** This is the entire Agreement between the Parties. There are no verbal agreements and no future verbal agreements will be valid. Any changes in or waivers of the provisions of this Contract must be in writing, approved by the Township Board, and signed by the Township and Contractor. Any such waiver shall be limited to that circumstance only and not applicable to subsequent actions or events.
15. **Modifying the Contract.** This Contract may be modified only in writing signed by both Parties.

**CHARTER TOWNSHIP OF WHITE LAKE**

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Its: Supervisor

**POWELL ENGINEERING & ASSOCIATES, LLC**

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Its: Member

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