

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2017, between the Township of Northfield (the "Township") and Benchmark Outdoor Services, 7705 Whitmore Lake Rd., Whitmore Lake, MI 48189 ("Consultant").

**1. Independent Contractor.** Subject to the terms and conditions of this Agreement, the Township engages Consultant as an independent contractor to perform the services set forth herein, and the Consultant hereby accepts such engagement. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership, or joint venture relationship between the Township and Consultant. Consultant is an independent contractor and not an employee of the Township. The compensation set forth in Paragraph 3 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Township will not withhold any amounts for payment of taxes from the compensation of Consultant. Consultant, or any member, agent, or employee of Consultant will not represent to be, or hold themselves out as, an employee of the Township, and Consultant acknowledges absolutely no right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Township's employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Township harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

**2. Duties.** The Consultant will serve as the: **NORTHFIELD TOWNSHIP PART-TIME CONTRACTUAL MAINTENANCE WORKER**

The Part-Time Maintenance Worker serves at the direction of the Supervisor/Township Manager/Director of Public Safety.

### **SUMMARY OF DUTIES, ACTIVITIES AND RESPONSIBILITIES**

The Consultant is responsible for performing duties as assigned that may include but not limited to, general cleaning, painting, maintaining and repairing township owned facilities and properties.

### **PRINCIPAL DUTIES AND RESPONSIBILITIES**

The assigned duties for the Part-time Contractual Maintenance Worker will include a variety of tasks as determined by the Supervisor/Township Manager/Director of Public Safety. The Part-time Contractual Maintenance Worker shall provide service in such a manner that optimum results are achieved in relation to the resources of the Township. The Part-time Contractual Maintenance Worker will report directly to the Supervisor/Township Manager/Director of Public Safety, and shall fulfill any other duties reasonably requested by the Township and agreed to by the Part-time Contractual

Maintenance Worker. Consultant shall not be entitled to compensation for time spent traveling to and from Township facilities.

**3. Term.** This Agreement shall commence on April \_\_\_\_, 2017, and shall terminate on September \_\_, 2017, unless earlier terminated by either party hereto. This Agreement may be terminated at will upon fifteen (15) days prior written notice by the Township Board, the Township Manager or Consultant. This Agreement shall automatically renew every six months, for a term of six months, unless either party provides written notice of termination fifteen (15) days prior to the expiration of the Agreement.

**4. Compensation.** As full compensation for the services performed by Tim Saville, as representative for Consultant, the Township shall pay the Consultant at the hourly rate of \$20.00, for work done not using contractor's equipment. If the contractor is utilizing his equipment, the hourly rate shall be \$25.00. This shall be agreed upon before each task is assigned. The total hours per week shall not exceed 16 hours, unless directed by the Supervisor/Township Manager/Director of Public Safety. Compensation shall only be provided for periods when Consultant is providing services for the Township, not inclusive of lunch hour or breaks.

**5. Expenses.** Consultant shall bill and the Township shall reimburse Consultant for all reasonable gasoline expenses incurred in providing services under this Agreement within the Township. The gasoline expense includes only the actual cost of gasoline used in providing services in the Township, and does not include gasoline used going to and from the Township, and is not a mileage expense.

**6. Documentation of Efforts.** To assure performance of its obligations hereunder, and for proper payment for work performed, Consultant shall provide the Township monthly invoices, which shall be due by the 5th day of the following month, and shall identify and describe by date the services performed, the hours expended, and any other pertinent information requested by the Township.

**7. Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is

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**8. Insurance.** Consultant shall carry general liability, automobile liability, workers' compensation and employer's liability insurance in an amount deemed acceptable by the Township's insurance carrier, and shall add the Township as an additional insured on such policies. If Consultant fails to carry such insurance in adequate amounts, it shall indemnify and hold harmless the Township, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Consultant and its agents or employees.

**9. Competent Work.** All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by a representative of the Township prior to payment.

**10. Representations and Warranties.** The Consultant will make no representations, warranties, or commitments binding the Township without the Township's prior consent, and has no authority to do so.

**11. Legal Right.** Consultant covenants and warrants that Consultant has the legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that Consultant has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement.

**12. Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

**13. Conflicts of Interest.** The Consultant represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Consultant and any third party.

**14. Successors and Assigns.** This Agreement is not assignable without the written consent of the Northfield Township.

**15. Choice of Law.** The laws of the state of Michigan shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**16. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

**A. Notices to Consultant:**

Benchmark Outdoor Services  
c/o Tim Saville  
7705 Whitmore Lake Rd.  
Whitmore Lake, MI 48178

**B. Notices to the Township:**

8350 Main Street  
P. O. Box 576  
Whitmore Lake, Michigan 48189

Any party hereto may change its address for purposes of this paragraph by written notice.

**17. Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**18. Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**19. Assignment.** The Consultant shall not assign any rights under this Agreement, or delegate the performance of any duties, without the prior written consent of the Township.

**20. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**21. Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**22. Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Township of Northfield

Benchmark Outdoor Services

\_\_\_\_\_  
By: Marlene A. Chockley  
Its: Supervisor

\_\_\_\_\_  
By: Tim Saville  
Its: Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date