

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into effective as of _____, 2017, (the "Effective Date"), by and between the WEXFORD JOINT PLANNING COMMISSION, a Michigan joint municipal planning commission organized pursuant to 2003 PA 226, being MCL 125.131, et seq. of 4830 E. M-55, Cadillac, MI 49601 (the "Planning Commission"), and BEN TOWNSEND, of 201 N. Clark Street, Mesick, MI 49668 ("Contractor").

RECITALS:

- A. The Planning Commission desires to engage Contractor to render those services as provided in this Agreement.
- B. Contractor desires to accept such engagement with the Planning Commission on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants, agreements and undertakings set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Planning Commission and Contractor agree as follows:

1. Engagement; Services; Terms.

- (a) Engagement. Subject to the terms and conditions of this Agreement, Planning Commission engages Contractor and Contractor agrees to perform those services generally consisting of the duties of a planning /zoning administrator, enforcement officer and authorized local official for the Planning Commission and its Participating Municipalities, as defined in Wexford Joint Planning Commission Ordinance and Agreement, approved in September, 2016, and the Wexford Joint Zoning Ordinance currently under consideration for adoption by the Participating Municipalities ("Services"), and as the Planning Commission may from time to time request. Contractor shall report to and take direction from the Executive Committee of the Planning Commission. All services will be performed under the supervision and direction of the Wexford Joint Planning Commission Planning and Zoning Director.
- (b) Time. During the term of this Agreement, Contractor will expend such time, attention and energies on the performance of the Services as the Planning Commission or the Planning and Zoning Administrator may request or as the work load requires, but not more than an average of sixteen (16) hours per week. The Executive Committee of the Planning Commission may authorize, and Contractor may perform additional hours of Services in connection with specific projects at the contract rate of \$12 per hour.
- (d) Standard of Performance. Contractor will perform the Services and will fulfill his duties and obligations under this Agreement faithfully, diligently, to the best of his ability and in accordance with such rules,

regulations and requirements as the Planning Commission or the Planning and Zoning Administrator may establish from time-to-time. Contractor shall maintain such insurance coverage as may be required by law for the performance of the Services.

- (e) Relationship. In the performance of the Services under this Agreement, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor in the performance of this Agreement.

It is further agreed that neither the Planning Commission nor any Participating Municipality shall have any responsibility for withholding taxes, FICA, Medicare or FUTA contributions from the contract payments made to the Contractor and Contractor shall indemnify and hold harmless the Planning Commission and all Participating Municipalities for all claims for unpaid taxes of whatever nature. The Contractor shall be solely responsible for payments to all taxing authorities resulting from his receipt of contract payments.

Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Planning Commission, any Participating Municipality and the Contractor, or to authorize either the party to act as a general or special agent of the other party in any respect that would involve employment. Nothing in this Agreement that may cause an employer-employee relationship shall be enforceable by either party.

- (f) Equipment. Contractor shall provide all tools and equipment necessary or convenient for the performance of the Services including transportation and telephone, except the Planning Commission will provide or arrange for use of an office, office computer with internet access, and office supplies and forms needed for the performance of the Services and administration and enforcement of the Wexford Joint Zoning Ordinance.
- (g) Space. The Planning Commission will provide Contractor with office space at the Planning Commission's offices in the Cherry Grove Township Hall, 4830 East M-55, Cadillac, MI 49601. The Planning Commission may change the location of the office from time to time, at its discretion.
- (h) Records. All records, in whatever form (paper or digital), prepared, owned, used, in the possession of or retained by the Contractor in the performance of his duties under this Agreement are the sole property of the Planning Commission and shall be kept at the office of the Planning Commission. Contractor shall have no right, title or interest in such records, however, Contractor may make, use and retain working copies of such records during the course of the performance of his duties.

- 2. **Compensation; Benefits; Expenses.** During the term of this Agreement, and provided this Agreement has not been terminated pursuant to Section 3 below:

- (a) Compensation. For all Services to be rendered by Contractor under this Agreement, the Planning Commission will compensate Contractor at a rate

of Twelve and 00/100 Dollars (\$12.00) per hour, payable bi-monthly or other regular installments in accordance with the normal payroll practices of Cherry Grove Township or such other Participating Municipality as may be performing administrative payroll services for the Planning Commission.

- (b) Benefits. Contractor will not be entitled to pension, health insurance or any other employee benefits of any kind.
- (c) Expenses. The Planning Commission shall reimburse Contractor for documented expenses reasonably incurred by Contractor in the performance of the Services so long as the same have been budgeted or approved in advance by the Chairperson of the Planning Commission.

3. **Term and Termination**

- (a) Term. This Agreement shall commence on _____, 2017, and shall extend for a period of one (1) year thereafter. Unless either party gives notice to the other of its intent not to renew, at least 30 days prior to end of the initial term, this Agreement shall automatically renew for successive, additional terms of one (1) year each, on the same terms and conditions as stated herein, until terminated.
- (b) Termination. Contractor's engagement under this Agreement is at will and may be terminated at any time by either party, with or without cause.

4. **Entire Agreement; Amendment; Waiver.** This Agreement sets forth the entire agreement and understanding of the parties to it, and supersedes all prior understandings, agreements, arrangements and communications, whether oral or written, with respect to its subject matter. This Agreement will not be modified or amended except pursuant to a written agreement executed by both parties.

5. **Governing Law.** This Agreement has been executed in, and will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

6. **Assignment.** Contractor may not subcontract the performance of Services or any part thereof, or assign his rights, duties or obligations under this Agreement, any other provision of this Agreement to the contrary notwithstanding.

7. **Headings and Captions.** The headings and captions used in this Agreement are for convenience of reference only and will not be considered in construing this Agreement or deemed to explain, limit or amplify the provisions of this Agreement.

8. **Counterparts; Copies.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Copies (photostatic, facsimile or otherwise) of signatures to this Agreement will be deemed to be originals and may be relied on to the same extent as the originals.

[Signatures on following page.]

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

WEXFORD JOINT PLANNING
COMMISSION

By: _____
David Schroeder
Its: Chairperson

Ben Townsend, Contractor