

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (“Agreement”) is entered into between The City of Battle Creek, (THE CITY”), a Municipal Corporation located at 10 N. Division St., Battle Creek, MI 49014, and Brad Duck (“Contractor”), whose address is 20490 Hubbard Road, Battle Creek, MI 49037.

WHEREAS, THE CITY is a municipal entity that operates a police department; and

WHEREAS, the police department is in need of the temporary assistance of a Quartermaster; and

WHEREAS, THE CITY desires to engage Contractor as its Quartermaster and Contractor desires to accept such engagement.

NOW, THEREFORE, in consideration of the agreement and mutual covenants of the parties as contained in this Agreement, the parties agree as follows:

1. Contacted Services.

a. Engagement as Contractor. THE CITY will engage the Contractor to render, as an independent contractor, the Services described in Attachment A, Scope of Services and such other services as may be agreed to in writing by THE CITY and Contractor from time to time, subject to the terms of this Agreement. Contractor hereby agrees to accept such engagement. Contractor’s engagement as an independent contractor shall commence January 13, 2020, unless otherwise expressly agreed in writing by the parties.

b. Contractor shall have no right or authority, expressed or implied, to enter into contracts on behalf of THE CITY, or to commit or otherwise obligate or bind THE CITY to any third party in any manner.

c. Fees. THE CITY shall pay Contractor at a flat rate of \$31.00 dollars per hour (“Fees”), up to a maximum of \$620.00 dollars per week, for his performance of any and all Contracted Services under this Agreement.

d. Contractor shall keep accurate records of his time spent on Contacted Services each day, which shall be provided to THE CITY on a monthly basis. Contractor shall submit an invoice to THE CITY that includes the total hours spent by Contractor on the Services for that month, rounded up to the nearest quarter hour, and a brief description of the services provided. Such invoices must be submitted to THE CITY no later the last day of each month (or next business day thereafter). Correct invoices shall be paid by THE CITY within 30 days.

e. THE CITY shall not be responsible for withholding taxes with respect to the payment of Fees to Contractor. Contractor shall be responsible for all state, federal, and local tax liabilities arising from such payment, and Contractor agrees to indemnify and hold harmless THE CITY from any and all of Contractor's tax liabilities arising from the payment of any and all Fees under this Agreement, including the tax liabilities, if any, of Contractor's employees, consultants, subcontractors, and affiliates.

f. Manner of Performance. Contractor shall retain the right to control the time, manner, and method of executing the Services under this Agreement, subject to the reasonable satisfaction of THE CITY. Contractor agrees that he will make himself available and provide such Services under this Agreement as THE CITY may request from time to time. Contractor shall determine his daily work schedule and shall determine and work the number of hours necessary to perform his required responsibilities in a timely and productive manner up to a maximum of 20 hours per week.

g. Due to the nature of the Services requested by THE CITY, the Services under this Agreement are expected to be performed on the premises of THE CITY. THE CITY will make reasonable office space, a computer, and phone service available for Contractor's use when providing Services on THE CITY's premises. Contractor shall exercise his own independent judgment as to the procedures and methods used to complete the duties, except that Contractor shall abide by any and all rules, regulations, statutes, policies, or procedures established by THE CITY or any local, state, or federal unit of government.

h. Contractor, if required by the City Insurance Loss Control Specialist, shall carry appropriate liability insurance (including but not limited to commercial general liability and auto insurance) relative to any Services that he performs for THE CITY under this Agreement.

i. During the contract period, Contractor is free to pursue other employment or consulting engagements with third parties so long as such other engagements do not unreasonably interfere with Contractor's performance of the Services, and provided that Contractor shall not engage in activities that breach any contractual obligations to THE CITY, including any confidentiality, non-disclosure or other restrictive covenants. Contractor further agrees to give priority to THE CITY functions, events and monthly meetings over other contractual obligations.

2. Health, Welfare and Retirement Benefits. Contractor acknowledges he is not entitled to receive any health and welfare benefits of any kind as is provided to CITY employees. Further, in his role as Contractor, he has no right or interest in any retirement benefit offered to CITY employees. THE CITY specifically makes no promise to Contractor about the impact, if any, on Contractor's current retirement benefit.

3. Confidential Information. Contractor acknowledges and agrees that he will have access to, receive, create, and become familiar with THE CITY's confidential information while providing Services under this Agreement. Contractor agrees that the term "Confidential Information" as used in this Agreement shall include, all confidential, proprietary and personal information learned, created, accessed, or made available to Contractor by virtue of his engagement as a contractor and his provision of Services under this Agreement. Contractor hereby acknowledges and agrees to keep confidential and not disclose to any person such Confidential Information learned, created, accessed, or made available to Contractor during the contract period.

4. Termination. Contractor understands and agrees that THE CITY's obligation to perform under this Agreement is conditioned upon Contractor's performance of and adherence to the covenants and promises to THE CITY as set forth herein, as well as the approval of this Agreement by the Battle Creek City Commission. In the event that Contractor breaches any covenants or promises, or causes any covenants or promises to be breached, THE CITY's obligation to perform under this Agreement shall automatically terminate, and THE CITY shall have no further liability or obligation to Contractor. Alternatively, either party may terminate this Agreement for any reason by providing the other party 30 days written notice of termination.

5. Compliance with Law. The Contractor agrees to comply with all applicable State and federal law including:

a. Prohibition against Discrimination. The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, status as a veteran or any other protected characteristic as required under the state and federal civil rights laws and Michigan Persons with Disabilities Act, as amended. Contractor shall include language and provide assurance of compliance with these laws in all sub-contact agreements.

Contractor further agrees that in carrying out the terms of this contract that he shall not deny any person the equal protection of the laws; nor shall the contractor deny any person the enjoyment of his or her civil rights or discriminate against any person because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

Contractor's signature on this Agreement is a certification that it is in compliance with the provisions of Chapter 214 of Battle Creek City ordinances. Contractor further acknowledges and agrees that his breach of the agreement not to discriminate shall be a material breach of this contract.

7. Entire Agreement; Modification. This Agreement supersedes all other understandings and agreements, oral or written, between the parties with respect to the subject matter of this Agreement, and constitutes the sole agreement between the parties with respect to its subject matter.

8. Severability. In the event that one or more of the provisions or portions of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

9. Choice of Law; Venue. The parties agree that this Agreement and the subject matter addressed herein shall be governed and construed in accordance with the laws of the State of Michigan.

10. Dispute Resolution: All disputes between the Contractor and THE CITY not resolved by negotiation between the parties shall be arbitrated in accordance with the Arbitration Rules of the American Arbitration Association.

11. Indemnification and Hold Harmless: Contractor agrees to hold the City harmless from any injury, claim, charge or legal action of any kind arising as a result of Contractor's negligence.

THE UNDERSIGNED HEREBY STATE THAT THEY HAVE CAREFULLY READ THE AGREEMENT, UNDERSTAND THE CONTENTS AND SIGN OF THEIR OWN FREE ACT WITHOUT ANY THREAT, COERCION, OR UNDUE INFLUENCE OF ANY KIND.

THE CITY OF BATTLE CREEK

CONTRACTOR

By: _____
Rebecca L. Fleury, City Manager

Brad Duck

Date signed: _____

Date signed: _____