

14-5109

EM SUBMISSION NO.: EME 2572014

PRESENTED: 5/2/14

ADOPTED: 5/2/14

BY THE EMERGENCY MANAGER:

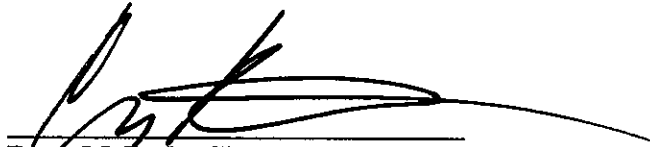
RESOLUTION

The Emergency Manager of the City of Flint has requested that the Blue Ribbon Committee hold a series of three public workshops to receive input from the citizens of the City of Flint; and


Regina Laurie is the vendor that has been selected to facilitate the workshops in an amount not to exceed \$2,500. Funding for this request will come from the following account: 101-171.100-801.000; and

IT IS RESOLVED, that the Proper City Officials, upon the Emergency Manager's approval, are hereby authorized to enter into a Professional Service Agreement with Regina Laurie for facilitation of the Blue Ribbon Committee Public Workshops in an amount not to exceed \$2,500. (Administration)

APPROVED AS TO FORM:

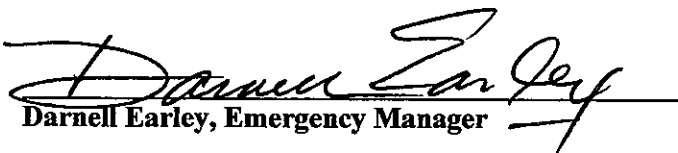

Peter M. Bade, City Attorney

APPROVED AS TO FINANCE:


Gerald Ambrose, Finance Director
fer

EM DISPOSITION:

ENACT ✓ REFER TO COUNCIL _____ FAIL _____


Darnell Earley, Emergency Manager

DATED: 5-2-14

04/28/14-MM

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into by and between, Regina Laurie ("Contractor") and the City of Flint ("Client"). It covers services to be provided between the period of April 28, 2014 and May 30, 2014.

1. Engagement of Services. Contractor will provide Client with the following services:

- Recruit and train table facilitators for three community engagement workshops related to the Blue Ribbon Committee on Governance for the City of Flint, scheduled for May 3, May 10, and May 15 of 2014
- Provide advice and technical assistance in planning the format and structure of these three workshops
- Serve as the lead facilitator for the three workshops
- Participate in planning and debrief meetings related to the three workshops

2. Compensation. Client shall pay Contractor a flat fee of \$2,500 as total compensation for the project described above. Payment shall be due in full upon receipt of final deliverable.

3. Independent Contractor Relationship. Contractor's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Contractor will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Contractor's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Contractor by filing a Form 1099-MISC with the Internal Revenue Service as required by law. Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine. Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

4. Ownership of Property. Contractor acknowledges and agrees that all documents produced by Contractor, including but not limited to memoranda, research notes, correspondence, emails, pleadings, and reports in the course of his work for Client, shall be the property of Client, and Contractor shall retain no ownership, interest, or rights therein.

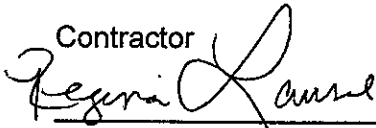
5. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Michigan, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such

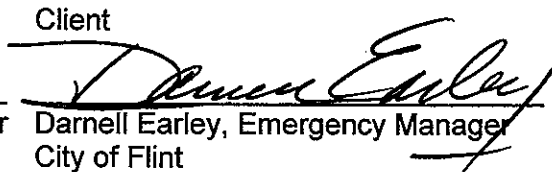
federal or state courts located in Michigan, such personal jurisdiction shall be nonexclusive.

6. **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7. **Injunctive Relief for Breach.** Contractor agrees that his obligations under this Agreement are of a unique character that gives them particular value; Contractor's breach of any of such obligations will result in irreparable and continuing damage to Client, for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

Agreed to this 29th day of April, 2014.

Contractor

Regina Laurie, Independent Contractor

Client

Darnell Earley, Emergency Manager
City of Flint