

RECEIVED

OCT 15 2015

NORTHFIELD TOWNSHIP

Craig Warburton
450 West Joy Road, Ann Arbor, MI 48105

10/12/15

Howard Fink, FOIA Coordinator
Northfield Township Manager
8350 Main St., Whitmore Lake, MI 48189

COPY

Dear Mr. Fink:

Under the Michigan Freedom of Information Act § 15.231 et seq., I am requesting an opportunity to inspect or obtain copies of public records, specifically the current contract Beckett & Reder, Planners.

If there are any fees for searching or copying these records, please inform me if the cost will exceed \$20.00

The Michigan Freedom of Information Act requires a response to this request within five days. If access to the records I am requesting will take longer than this amount of time, please contact me with information about when I might expect copies or the ability to inspect the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

If any documents are redacted, please provide an explanation.

Thank you for considering my request.

Sincerely,



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES, Entered into this 25th day of August, 2015 by Northfield Township of 8350 Main Street, Whitmore Lake, Michigan 48189, hereinafter referred to as the "Client" and Beckett & Raeder, Inc. of 535 West Williams Street, Suite 101, Ann Arbor, Michigan 48103, hereinafter referred to as the "Consultant".

WHEREAS, The "Client" desires to engage the "Consultant" to provide specific consulting, planning and zoning administration services to "Client" in accordance with Scope of Work and Rate Schedule attached thereto;

NOW, THEREFORE, In consideration of the foregoing and of the mutual agreement hereinafter set forth, the parties intending to be legally bound do hereby agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

SCOPE OF WORK

In addition to those services set forth in the Agreement, the "Consultant" agrees to provide planning and zoning administration services in accordance with the "Scope of Work" as follows:

1. Monthly Retainer: Attendance at the two (2) monthly Planning Commission meetings, coordination with administrative staff and Planning Commission chairperson on agenda preparation, and availability for phone calls and e-mails as needed.
2. Planning-Related Reviews: Prepare reviews and recommendations related to various zoning ordinance regulations including, but not limited to , site plans, conditional uses, rezoning reviews, and planned developments.
3. Provide s needed planning services related to sub area planning, community engagement, urban/community design, mapping, and master planning.
4. Provide Zoning Administrator services.
5. Other duties as assigned by the Township.

SECTION 2.0

COLLECTION OF DATA

It is understood that the "Consultant" will have the cooperation of the "Client" in collecting and providing basic data and other information required by the "Consultant" for the above work. This shall include the transmittal of all pertinent documentation in "Client's" possession, including base maps in electronic files and mylar files.

SECTION 3.0

COMPENSATION

- 3.1 Compensation: "Client" agrees to compensate "Consultant" as follows:
- a) Monthly Retainer: Four hundred fifty dollars (\$450.00)
 - b) Planning Reviews: Based on attached Fee Schedule adopted by Township
 - c) As needed services: Based on written authorization from Township Manager based on the hours needed to complete the assignment using the attached B&R Fee Schedule.
 - d) Administrator Services: Forty-five dollars (\$45.00) per hour worked either in office or field.
- 3.2 **Terms of Payment** – The "Consultant" shall invoice the "Client" at the end of each month based on work performed. Invoices shall be paid within sixty (60) days after receipt by the "Client".

SECTION 4.0

REPRESENTATION

It is understood and agreed that Leah DuMouchel will represent the "Consultant" in all matters pertaining to this Agreement. From time to time, the "Consultant" may utilize other of "Consultant's" staff and/or employ additional personnel or sub-consultants to assist in the execution of matters pertaining to this Agreement.

SECTION 5.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the "Consultant" under this Agreement shall be considered the property of the "Client". "Consultant" has the authorization to use materials prepared for "Client" for marketing purposes and can represent authorship of same.

SECTION 6.0

INSURANCE/INDEMNIFICATION

- 6.1 "Consultant" agrees to provide errors and omissions insurance with a policy limit of \$2,000,000 naming Northfield Township as an additional insured to cover such actions performed pursuant to this Agreement. "Consultant" shall provide a copy of proof of appropriate coverage to "Client".
- 6.2 The "Consultant" agrees, to the fullest extent permitted by law, to indemnify and hold the "Client" harmless from damages and losses arising from the negligent acts, errors or omissions of the "Consultant" in the performance of professional services under this Agreement, to the extent that the "Consultant" is responsible for such damages and losses on a comparative basis of fault and responsibility between the "Consultant" and the "Client". The "Consultant" is not obliged to indemnify the "Client" for the "Client's" own negligence.

SECTION 7.0

INDEPENDENT CONTRACTOR

"Consultant's" status under this Agreement is that of an independent contractor. "Consultant" shall not be deemed an employee, agent, partner, or joint venture of "Client" for any purpose whatsoever, and "Consultant" shall have no authority to bind or act on behalf of "Client".

SECTION 8.0

TERM OF AGREEMENT

The Scope of Work as described in Section 1.0 herein shall be for a period of one year beginning from the date of execution of this Agreement unless mutually extended, in writing, by the "Client" and "Consultant".

This Agreement may be terminated by either the "Client" or "Consultant" upon sixty (60) days written notice. In the event of termination, all other terms and conditions as set forth in the Agreement, unless otherwise terminated pursuant to the terms and conditions therein, shall remain in full force and effect. Compensation shall be paid by the "Client" to the "Consultant" for all services rendered to the "Client", including services rendered during the sixty (60) day notice period referenced in this paragraph.

IN WITNESS WHEREOF, the "Consultant" and the "Client" have executed this Agreement as of the date first set forth herein.

WITNESS

Jennifer Carlisle

Jennifer Carlisle

Dawn Zley

CLIENT

Marilyn Engstrom
Marilyn Engstrom
Northfield Township Supervisor

Howard Fink
Howard Fink
Northfield Township Manager

CONSULTANT

John Iacobangeli
John Iacobangeli
Principal, Beckett & Raeder, Inc.