

Higgins Lake Utility Authority
Special Meeting Minutes
December 15, 2017

The meeting was called to order by Chairperson Hartman at 8:00 a.m.

The Pledge of Allegiance was recited.

Roll call: Present: Cook, English, Wood, Hartman, and Riley. Absent: None

Motion by English, second by Wood, **CARRIED** to approve the agenda. Yeas: All Nays: None

Public Comment: None

After discussion regarding the attorney's amended draft of the MMC. Contract. Motion by Hartman, second by English, **CARRIED** to approve the renewal of the MMC contract as amended and to include the terms of payment of \$2,400 per month for 2 years. Roll call vote:

Member Cook	No
Member English	Yes
Member Wood	Yes
Member Hartman	Yes
Member Riley	No

Motion Passed 3 Yeas 2 Nays.

Public Comment: There were several comments from the public.

Meeting adjourned 8:25 am

Respectfully submitted

Paul Tatro
Business Manager

Ron Wood
Secretary

**INDEPENDENT/VENDOR AGREEMENT BY AND BETWEEN
HIGGINS LAKE UTILITIES AUTHORITY AND MUNICIPAL MANAGEMENT
CONSULTANTS**

This agreement is made this ___th day of December, 2017 by and between Higgins Lake Utilities Authority (HULA) and Paul Tatro, doing business as Municipal Management Consultants (MMC).

A. Purpose:

HLUA intends to contract with Paul Tatro, doing business as Municipal Management Consultants (MMC), for the performance of certain services to be described below.

B. Status:

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the MMC will be an independent contractor and not HLUA's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State revenue code and taxation, the State Worker's Compensation Act, the State's unemployment insurance law, the Federal and State discrimination laws including ADEA, Title VII and the comparable state equivalent.

MMC will retain sole and absolute discretion in the judgment of and manner and means of carrying out MMC'S activities and responsibilities hereunder. MMC agrees that it is a separate and independent enterprise from HLUA, that he/she/it has a full opportunity to find other business, that he/she/it has made his/her/it own investment in his/her/it business, and that MMC and HLUA are not joint employers. HLUA retains the right to inspect the work being performed and to stop work.

This agreement shall not be construed as creating any joint employment relationship between the MMC and HLUA, and HLUA will not be liable for any obligation incurred by the MMC, including but not limited to unpaid minimum wages and/or overtime premiums.

HLUA has entered into this Agreement in reliance on information provided by MMC, including MMC'S express representation that he/she/it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that MMC is not an independent contractor and/or not in compliance with applicable laws related to work as an independent contractor, MMC shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against MMC and/or HLUA resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from MMC earnings had MMC been on HULA's payroll and employed as an employee HLUA. HLUA shall not be liable for the payment of any benefits (medical, pension, retirement, or other similar benefits) that MMC

would receive if he/she/it were determined to be an employee by any Federal and State entity, and MMC expressly waives any such right or benefits; and

C. Term Of Agreement:

The effective date of this Agreement is _____, 201_, through _____, 201_. This agreement shall automatically terminate on _____, 201_. The parties may agree to enter into another agreement at the termination of this agreement. However, MMC has not been promised any renewal, extension or new agreement subsequent to the termination of this agreement.

D. MMC shall be responsible for performing the following services:

- a. MMC will act as liaison between the HLUA and any employees, contractors and consultants of the HLUA.
- b. MMC will work/coordinate with the entities day to day employee(s).
- c. MMC will bill and collect quarterly Operations & Maintenance (O&M) payments on BS&A billing software.
- d. MMC will develop and maintain the HLUA's annual budget(s) in conjunction with the board.
- e. MMC will prepare monthly meeting agendas with input from the Board Chairperson.
- f. MMC will assist the Board Secretary with recording meeting minutes.
- g. MMC will prepare checks for board signatures, a listing of accounts payable for review and approval by the board, and mail payments once approved by the board.
- h. MMC will coordinate SRF and EPA disbursement requests for the Board to approve.
- i. MMC will assist with developing any plans to expand the system.
- j. MMC will perform the fund accounting tasks as required on fund accounting software.
- k. MMC will communicate regularly with the Utilities Board members between meetings and keep them up to date on all aspects of the project.
- l. MMC will manage and respond to correspondence of any kind i.e. telephone calls, e-mails, and regular mail, in accordance with Board policy and directives.
- m. Follow all HLUA rules regarding the use of equipment;
- n. Indemnify and hold harmless HLUA from any claims for personal injury to third parties including MMC'S clients resulting from MMC's activities and use of the HLUA's equipment and facilities. This indemnification and hold harmless agreement includes claims from third parties and MMC's clients regarding defective equipment, negligence by HLUA with regard to the equipment and facilities, and all other claims, causes of action of any kind in contract or tort which could be brought against HLUA as a result of MMC's actions.
- o. Waive any and all claims against HLUA by MMCR for any defective equipment, the

condition of the facilities, failure of the MMC to make the facilities available to MMC as specified herein, or any other claim what so ever including claims of negligence, premises liability, all torts, breach of contract, and all other claims in law or equity.

- p. To obtain worker's compensation insurance and all other insurance required by state law to operate his/her/it business.

E. Discrimination Prohibited:

No person shall, on the grounds of race, creed, color, sex, age, national origin, political affiliation or beliefs, height, weight, disability, arrest record or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in performance of this Agreement. MMC shall comply with all applicable regulations promulgated pursuant to the Federal Civil Rights Act of 1964 as amended and the Americans with Disabilities Act.

F. Miscellaneous Provisions:

- a. Merger or Integration

This Agreement constitutes the entire Agreement between HLUA and MMC with respect to the subject matter hereof and there are no other or further written or oral understandings or agreements with respect hereto.

- b. Modification

No variation or modification of this and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers, Board Members or Trustees of HLUA and MMC.

G. Signatories:

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity. IN WITNESS WHEREOF, the HLUA and the MMC have executed this Agreement as of the date first above written.

HLUA

MMC

BY: _____

Its: _____

Date: _____

Date: _____