

CITY OF THE VILLAGE OF CLARKSTON

AGREEMENT TO HIRE CONTRACTUAL CLERK ASSISTANT
THROUGH June 30, 2025

THIS AGREEMENT is made as of this **14th day of April, 2025**, between the CITY OF THE VILLAGE OF CLARKSTON, Oakland County, Michigan, by and through its City Council (hereinafter referred to as "Employer") and ANGELA GUILLEN (hereinafter referred to as "Contractor").

The parties recite and declare that:

The Employer is desirous of engaging the services of Contractor under the direction of the City Clerk for the specific period set forth in Section V of this Agreement. The Contractor is desirous of providing City Clerk services to the City of the Village of Clarkston.

The parties hereto agree as follows:

SECTION I
MUTUAL ASSENT TO EMPLOYMENT

The Employer hereby employs, engages, and hires the Contractor on a temporary basis to provide City Clerk assistance for the City of the Village of Clarkston, and the Contractor hereby accepts and agrees to such temporary employment.

SECTION II
GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

SECTION III
DUTIES OF CONTRACTOR

The duties will consist of onsite City Clerk assistance for the period **May 1, 2025** through June 30, 2025, the end of the City's 2024/2025 Fiscal Year.

SECTION IV
PLACE OF EMPLOYMENT

The duties required of the Contractor hereunder shall be rendered at 375 Depot Road, Clarkston, Michigan, and such other place or places as the Employer shall, in good faith, require or as the interests and needs of the Employer shall require.

SECTION V
TERM OF EMPLOYMENT

The Contractor shall be employed as a contractual clerk assistant for the period of time from **May 1, 2025**, and shall terminate on **June 30, 2025**, ("Base Term"), thereafter; this Agreement shall be extended, unless and until terminated pursuant to the provisions of Section X below ("Extension Term"). Any extension of the Base Term must be in writing and must be signed by the parties, and nothing herein shall obligate either party to extend this Agreement beyond the Base Term.

SECTION VI
COMPENSATION

The Employer shall pay the Contractor, and the Contractor shall accept from the Employer, in full payment for the Contractor's services hereunder, compensation at the rate of Forty (\$40.00) Dollars per hour and not to exceed Ten Thousand Eight Hundred Eighty (\$10,880.00) Dollars for the term of the agreement. The Contractor shall submit periodic invoices to the City Manager. The Contractor will be given a 1099 form for services rendered.

Because ongoing training and education is critical for Municipal Clerks and because the Employer fully intends to hire the Contractor as a city employee effective July 1, 2025 (the start of the 2025/2026 Fiscal Year), it is further stipulated that the Employer shall pay/reimburse the Contractor up to One Thousand Ten (\$1,010.00) Dollars to attend the Michigan Association of Municipal Clerk's Summer Conference and Master Class in Muskegon, Michigan June 2, 2025 through June 6, 2025 (details attached). If for any reason it is not possible to formally hire the Contractor, the Contractor shall reimburse the Employer the full amount paid (up to \$1,010.00).

SECTION VII **OTHER EMPLOYMENT**

This employment is for specific part-time contract between the Employer and the Contractor. The Contractor shall provide her best efforts to complete all work necessary on behalf of the City of the Village of Clarkston with the actual hours worked to be scheduled in the best interests of the City. The Contractor shall not use City offices, equipment, or services for any activity that is not directly related to her temporary employment with the City, but shall have the right to other employment that does not interfere with her City obligations.

SECTION VIII **FACILITIES, SUPPLIES AND ASSISTANCE**

The Employer shall furnish the Contractor with supplies, equipment, and material as may be required in the performance of the Contractor's duties.

SECTION IX
BENEFITS

It is understood that there are no benefits attended to this Agreement as this is a short-term topic specific agreement.

SECTION X
EMPLOYMENT/TERMINATION

The Contractor understands that for the term of this Agreement, she is an at-will Contractor of the City of the Village of Clarkston and this Agreement may be terminated by the elected Council of the City of the Village of Clarkston in accordance with the City Charter.

SECTION XI
MODIFICATION

No modification or waiver of this Agreement or of any covenant, condition, or provision herein shall be valid unless in writing and duly executed by the parties to this Agreement.

SECTION XII
SEVERABILITY

All agreements and covenants herein are severable, and in the event of any of them, with the exception of those contained in Section I, II, III, IV, and V hereof, shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

SECTION XIII
COMPLETE AGREEMENT AND WRITTEN CONTRACT

This written Agreement embodies the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or
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entered into by either the Employer or the Contractor other than those contained herein.

SECTION XIV **INDEMNIFICATION**

The City shall defend, save harmless and indemnify the Contractor against any tort or professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Contractor's duties. The City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered.

IN WITNESS WHEREOF, the parties have executed this Agreement at the City of the Village of Clarkston City Hall this **fourteenth day of April, 2025.**

WITNESSES:

CITY OF THE VILLAGE OF CLARKSTON

BY:

Sue Wylie, Mayor
City of the Village of Clarkston
(Employer)

BY:

Jonathan Smith, City Manager

BY:

Angela Guillen, (Contractor)

Approved as to Form:

Thomas J. Ryan, City Attorney