

SERVICE CONTRACT
Verna J. McDaniel

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 (“County”) and Verna J. McDaniel located at 2779 Walnut Ridge, Dr., Ann Arbor, Michigan 48103 (“Contractor”).

WHEREAS, Contractor is the current contract Administrator for Washtenaw County; and

WHEREAS, Contractor recently announced that she would retire from the County effective May 29, 2015; and

WHEREAS, the County Board of Commissioners are beginning the process to determine who will succeed Contractor as full time Administrator; and

WHEREAS, it is anticipated that the process to select the permanent Administrator could take a substantial length of time, extending beyond the date of Contractor’s retirement; and

WHEREAS, to insure that County business is seamlessly transacted during this transition period, Contractor has agreed to continue as Administrator after her retirement date pursuant to the terms of this contract.

NOW THEREFORE, in consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The parties agree that Contractor shall perform the functions and duties of the County Administrator/Controller as specified in the attached job description and to perform other legally permissible and proper duties, functions and responsibilities as the County’s Board of Commissioners shall, from time to time, assign.

ARTICLE II - COMPENSATION

County agrees to pay Contractor an amount not to exceed \$14,417.00 monthly for her services provided pursuant to this Contract. Such compensation shall be payable to the Contractor upon receipt of invoices for work performed. The parties agree that Contractor shall be solely responsible for withholding all applicable taxes from the amount she receives under this Contract. In addition, County agrees to provide a County car and gas card for Contractor while she is acting as Administrator under this contract. In addition, County agrees to pay for Contractor’s those professional associational fees and dues and to permit her to attend conferences which the County has traditionally paid for the Administrator.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 The Contractor is to report to the County's Board of Commissioners and will cooperate and confer with them as necessary to insure satisfactory work progress.

Section 2 All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 All reports made in connection with these services are subject to review and final approval by the County Board of Commissioners.

Section 4 The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 When applicable, the Contractor will submit a final, written report to the County Board of Commissioners.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on May 30, 2015 and shall continue for up to two years (May 29, 2017).

ARTICLE V PERSONNEL

The parties agree that Contractor will personally provide the services required under this Contract.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Except as directed by the Board of Commissioners, Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Except for what Contractor has already earned as a previous County employee, Contractor shall not be eligible for, or participate in, any additional insurance, pension, workers'

compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub contractor, or any employee, agent or representative of the contractor or any sub contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by Risk Management/Corporation Counsel. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to Washtenaw County c/o: Risk Management/Corporation Counsel & CR# _____, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co authored by the County.

ARTICLE XIV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XV TERMINATION OF CONTRACT

Either party may terminate the contract by giving six (6) months written notice to the other party of its intent to terminate the contract, or by giving a shorter or longer time by mutual agreement of the parties.

ARTICLE XVI PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVII PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XX EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Felicia Brabec (DATE)
Chair, Board of Commissioners

CONTRACTOR

APPROVED AS TO FORM:

By: _____
Verna J. McDaniel (DATE)

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

H: contracts/vmaccontract