

1 SERVICE CONTRACT

2 AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of  
3 Ann Arbor (the "City"), a municipal corporation, on behalf of the 15th Judicial District Court, with offices  
4 located at 301 E. Huron Street. Ann Arbor, Michigan 48104 and the Domestic Violence Project, Inc.,  
5 a.k.a. SafeHouse Center (the "Contractor"), at P.O. Box 7052, Ann Arbor, Michigan 48107.

6 In consideration of the promises below, the parties mutually agree as follows:

7 ARTICLE I - SCOPE OF SERVICES/COMPENSATION

8 The Contractor will: provide confidential support, information and referrals for victims of domestic  
9 violence cases in the 15th Judicial District Court, 14A Judicial District Court and 14B Judicial District  
10 Court; monitor court and probation activity as it relates to victim safety; work collaboratively to enhance  
11 victim safety; and offer advice and training to judges, magistrates, probation and compliance officers, and  
12 community partners.

13 Services provided by the Contractor pursuant to this contract are funded via an Office on Violence  
14 Against Women of the US Department of Justice Grant Award 2011-WE-AX-0033, awarded to the 15th  
15 Judicial District Court and accepted on behalf of the Court by the City of Ann Arbor Council.

16 Upon completion of the above services and submission of invoices via the 15th Judicial District Court,  
17 the City will pay to the Contractor an amount not to exceed One Hundred and Fourteen Thousand Dollars  
18 (\$114,000) for the period of October 1, 2013 through September 30, 2016 inclusive or, in the event the  
19 grant term is extended to any date beyond September 30, 2016 by the US Department of Justice, in that  
20 case the period eligible for payment to the Contractor by the City shall be extended to a date concurrent  
21 with the extended grant termination date.

22 The parties acknowledge and agree that reimbursement required by this agreement is subject to the  
23 availability of grant funding through from the Office on Violence Against Women of the U.S. Department  
24 of Justice.

25 ARTICLE II - REPORTING OF CONTRACTOR

26 Section 1 - All reports, estimates, memoranda and documents submitted by the Contractor must  
27 be dated and bear the Contractor's name and be in compliance with the grant guidelines.

28 Section 2 - All reports made in connection with these services are subject to review and final  
29 approval by the City Administrator.

30 Section 3 - The City may review and inspect the Contractor's activities during the term of this  
31 contract.

32 Section 4 - When applicable, the Contractor will submit a final, written report to the City  
33 Administrator.

34 Section 5 - After reasonable notice to the Contractor, the City may review any of the Contractor's  
35 internal records, reports, or insurance policies pertaining to this contract. The Contractor shall grant  
36 access to the Department of Justice, Comptroller General of the United States, or any of their duly  
37 authorized representatives to any books, documents, papers and records of the Contractor which are  
38 directly pertinent to this contract for the purpose of making audit, examination, excerpts, and  
39 transcriptions. Additionally, the Contractor shall retain all required records for three years after final  
40 payments and all other pending matters are closed.

41 ARTICLE III - TERM

42 Section 1 - This contract begins on October 1, 2013 and ends on September 30, 2016.

43 Section 2 - In the event the US Department of Justice extends the term of the grant to any date  
44 beyond September 30, 2016, in that case the term of this agreement shall be extended to a date  
45 concurrent with the extended grant termination date without further action by the parties.  
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ARTICLE IV - PERSONNEL

Section 1 - The Contractor will provide the required services and will not subcontract or assign the services without the City's written approval.

Section 2 - The Contractor will not hire any City employee for any of the required services without the City's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

ARTICLE V – JOINT INDEMNITY

The Contractor shall indemnify and hold the City harmless from and against all actions, liabilities, demands, cost and expenses, including court cost and expenses, including court cost and attorney fees, which may arise due to the Contractor's negligent acts or omissions under this Agreement.

The City shall indemnify and hold the Contractor harmless from and against all actions, liabilities, demands, cost and expenses, including court cost and attorney fees, which may arise due to the City's negligent acts or omissions under this Agreement.

This Article V is not intended, and shall not be construed, to waive or limit any immunity defense which either the City or the Contractor may have.

ARTICLE VI - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance and or equivalent in self-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. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The City 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 insureds and policy forms shall be subject to the approval of the Ann Arbor City Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the City of Ann Arbor. Contractor shall furnish the Ann Arbor City Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the City Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the City Administrator. 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 City Administrator's Office 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 the City Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VII - 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.

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ARTICLE VIII - INTEREST OF CONTRACTOR AND CITY

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 City of Ann Arbor, 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 IX –EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE X - 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 or mental handicap, or age.

ARTICLE XI - 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 City. Any publication of the information or results must be co-authored by the City.

ARTICLE XII - ASSIGNS AND SUCCESSORS

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

ARTICLE XIII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving sixty (60) days written notice to the other party.

ARTICLE IV - PAYROLL TAXES

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

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ARTICLE XV - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

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ARTICLE XVI - CHOICE OF LAW AND FORUM

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

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ARTICLE XVII - EXTENT OF CONTRACT

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

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DOMESTIC VIOLENCE PROJECT, INC., A.K.A.  
SAFEHOUSE CENTER:

CITY OF ANN ARBOR:

By: \_\_\_\_\_  
Barbara Niess (Date)  
Director

By: \_\_\_\_\_  
John Hieftje (Date)  
Mayor

By: \_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
Jacqueline Beaudry (Date)  
City Clerk

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APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Steven D. Powers (Date)  
City Administrator

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Stephen K. Postema (Date)  
City Attorney

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Shryl L. Samborn (Date)  
Deputy Administrator  
15th Judicial District Court

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