

SERVICE CONTRACT
15th District Court - City of Ann Arbor

This Contract is between the County of Washtenaw, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48104 ("County") and the City of Ann Arbor, with offices located at 301 East Huron Street, Ann Arbor, Michigan 48104 ("City"). The County and City are referred to collectively as the "Parties." The Parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

The City by and through the 15th District Court Probation Department will provide case management services for up to one hundred fifty (150) defendants charged in the 15th Judicial District Court with low-level misdemeanors.

The City shall assign a probation agent to interview each defendant, who shall make written recommendations to the County of appropriate resources and tasks to help empower the defendant to avoid re-offending in the future such as treatment programs for drug and alcohol dependency, behavioral or mental health treatments, or other programs or tasks as deemed appropriate by the agent. Based on such recommendations, the County may enter into a pretrial diversion agreement with the defendant that requires the defendant to fulfill some or all of the probation agent's recommendations. If such agreement is made, the City shall act as the defendant's case manager and oversee the defendant's progress towards completion of the City's recommendations within the applicable six-month timeline, and provide a written report concerning the same to the County.

Diversion candidates that have pending offenses for crimes defined under MCL 764.15(7)(c) as domestic incidents, stalking, Aggravated Assault, Criminal Sexual Assaults remanded as misdemeanors, Operating with a High Blood Alcohol Content, Operating under of the Influence Controlled Substances, and all their lesser included offenses shall not be screened by the City for this program.

ARTICLE II - COMPENSATION

The County shall pay the 15th District Court for services provided in connection with this contract. The County agrees to pay Three Hundred and no/100 dollars (\$300.00) per defendant entering the Diversion program, up to one hundred fifty (150) defendants. Total compensation under this contract is not to exceed Forty-five Thousand and no/100 dollars (\$45,000.00).

Invoices will be completed monthly and the County agrees to submit payment within thirty (30) days of receipt and approval by the Prosecuting Attorney.

The City shall be entitled to payment as long as it fulfills its obligations under this Contract; the parties expressly agree that any failure of a defendant or the County to fulfill their obligations under their agreement shall not affect the City's right to compensation.

ARTICLE III - REPORTING

Section 1 - The City will cooperate and confer with Eli Savit, or his designee, as necessary to insure satisfactory work progress.

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

Section 3 - All reports made in connection with these services are subject to review and approval by the County Prosecutor.

Section 5 - When applicable, the City will submit a final, written report to the County Prosecutor.

Section 6 - After reasonable notice to the City, the County may review any of the City's internal records, reports, or insurance policies unless disclosure of the information is prohibited by law.

Section 7 - All reports, data, information, statements, records and similar materials assembled, constructed, or prepared pursuant to, or as a consequence of, this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public records, subject to certain exemptions from disclosure under circumstances expressly authorized by the above laws and regulations.

ARTICLE IV - TERM

The City will commence performance on May 3, 2021 ("Commencement Date"). This Contract will remain in effect until December 31, 2021 unless otherwise terminated as provided in Article XI. The terms and conditions of this Contract shall apply to the earlier of the Effective Date or Commencement Date.

This Contract may be extended twice for additional one (1) year periods.

ARTICLE V - PERSONNEL

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

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

Section 3 - The Parties agree that all work done under this Contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the City. For purposes of this Contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Contract that each Party's relationship to any other party shall be that of an independent contractor. Nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. The City 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 or agent and principal between the parties. Except as otherwise specified in this contract, the City by and through the Court retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

The City shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. The City shall be solely responsible for payment of all taxes arising out of the City's activities in connection with this Contract, 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 City.

ARTICLE VII - LIABILITY

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the City in the performance of this Contract shall be the responsibility of the City, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the City, any subcontractor of the City, anyone directly or indirectly employed by the City, or agent of the City, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the City or its officers, employees, or agents by statute or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Contract shall be the responsibility of the County and not the responsibility of the City, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor of the County, anyone directly or indirectly employed by the County, or agent of the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its officers, employees, or agents by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss or damage shall be borne by the County and the City in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the City or their officers, employees, or agents respectively, as provided by statute or court decisions.

Inasmuch as each party to this Contract is a governmental entity of the State of Michigan, each party to this Contract must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this Contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

ARTICLE VIII - INTEREST OF CITY AND COUNTY

The City promises that it has no interest which would conflict with the performance of services required by this Contract. The City 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 IX - NONDISCRIMINATION

Each party shall adhere to all Federal, State and local laws, ordinances and regulations prohibiting discrimination with regard to persons seeking and/or receiving services or employment under the terms of this Contract. That each party, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment, because of race, color, religion, national origin, age, sex, gender identify, sexual orientation, disability, height, weight, marital status, political affiliation or beliefs, student status or arrest record.

ARTICLE X - ASSIGNS AND SUCCESSORS

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

ARTICLE XI - TERMINATION OF CONTRACT

This Contract may be terminated without cause by any of the parties hereto upon thirty (30) calendar days written notice to the other party in this Contract. All notices and submissions under this Contract shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Contract shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first-class U.S. mail postage pre-paid, and addressed to the person listed below. Notice shall be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first-class or certified U.S. mail.

If written notice is sent to the County, it shall be addressed and sent to:

Washtenaw County
Greg Dill, County Administrator
220 North Main Street
Ann Arbor, MI 48104

With a copy to: The Office of the Washtenaw County Prosecutor
Attn: Eli Savit, Washtenaw County Prosecutor
200 North Main Street, 3rd Floor
Ann Arbor, MI 48104

If written notice is sent to the City, it shall be addressed and sent to:

City of Ann Arbor
Tom Crawford, City Administrator
Ann Arbor City Hall
301 E. Huron Street, 3rd Floor
Ann Arbor, MI 48104

With a copy to: 15th Judicial District Court
Attn: Shryl Samborn, Court Administrator
Ann Arbor Justice Center
301 East Huron Street, 4th Floor
Ann Arbor, MI 48104

ARTICLE XII - PRACTICE AND ETHICS

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

ARTICLE XIII - CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

ARTICLE XIV – MODIFICATION OF CONTRACT

Modifications, amendments or waivers of any provision of this contract may be made only by the written consent of the parties hereto.

ARTICLE XV - 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 XVI – ELECTRONIC SIGNATURES

The parties agree that signatures on this Contract may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Contract. This Contract may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other parties.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR WASHTENAW COUNTY

FOR THE CITY OF ANN ARBOR

By: _____
Gregory Dill (Date)
County Administrator

By: _____
Christopher Taylor (Date)
Mayor

ATTESTED TO:

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

By: _____
Jacqueline Beaudry (Date)
City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM & SUBSTANCE:

By: _____
Michelle Billard (Date)
Office of Corporation Counsel

By: _____
Stephen K. Postema (Date)
City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO SUBSTANCE:

By: _____
Eli Savit (Date)
County Prosecutor

By: _____
John Fournier (Date)
Interim City Administrator

By: _____
Joseph F. Burke (Date)
Chief Judge
15th Judicial District Court

By: _____
Shryl Samborn (Date)
Court Administrator
15th Judicial District Court