

SERVICE CONTRACT
Don's Body Shop, Inc.

CR 43545

AGREEMENT is made this 3rd day of December, 2012, 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 *Don's Body Shop, Inc.* located at **7986 Coyle Road, Whitmore Lake, MI 48189** ("Contractor").

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide towing services and impoundment of vehicles and related requests generated by The Washtenaw County Sheriff's Office. The contractor will follow all provisions of the contract outlined in RFP 6693 for Area 5.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the towing company shall be paid the fees as provided in RFP 6693, Exhibit A. The contractor will charge storage fees

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Undersheriff, or his designee, and will cooperate and confer with him/her 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 Administrator.

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 Administrator.

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 **January 1, 2013** and ends on **December 31, 2015**.

ARTICLE V - PERSONNEL

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

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

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

Section 4 - 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 contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - 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 VII - 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 nonowned 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 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 the 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 County 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 Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - 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 IX - 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 X - 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 XI - 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 XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.40 per hour with benefits or \$ 13.37 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2013 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - 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 XIV - 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 XV - 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 XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - 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 XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX- 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 XX - 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 XXI - 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 XXII – 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 1/8/2013 10:14:01 AM
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: Verna J. McDaniel 1/7/2013 4:09 PM
VERNA J. MCDANIEL (DATE)
COUNTY ADMINISTRATOR

APPROVED AS TO CONTENT:

CONTRACTOR

By: Jerry L. Clayton 12/2/12
Jerry L. Clayton, Sheriff (DATE)

By: Scott Snuverink 12/5/12
Scott Snuverink, President (DATE)

APPROVED AS TO FORM:

By: Curtis N. Hedger 1/7/2013 3:40:28 PM
Curtis N. Hedger (DATE)
Office of Corporation Counsel
CURTIS N. HEDGER
CORPORATION COUNSEL



WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

JERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

December 30th, 2015

CR 43545.1

Scott Snuverink
Don's Towing
191 Hiscock
Ann Arbor, MI. 48103

Dear **Mr. Snuverink**,

Washtenaw County Sheriff's Office wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County Sheriff's Office and **Don's Towing** dated **12/3/2012** as follows:

Amend ARTICLE IV – TERM to extend the contract as follows:

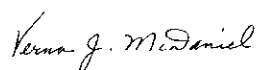
“This contract begins on January 1, 2013 and ends of December 31, 2017.”

All other terms and conditions remain the same as in the original contract

APPROVED AS TO CONTENT:


Date 11/23/15
Jerry Clayton
Sheriff


WASHTENAW COUNTY


Date 01/08/2016
VERNA J. MCDANIEL
COUNTY ADMINISTRATOR
SIGNED BY D. HEIDT ON BEHALF OF VERNA MCDANIEL

ATTEST:


Date 01/08/2016
Lawrence Kestenbaum
County Clerk/Register

ACCEPTED BY:


Date 12/21/15
Scott Snuverink
Don's Towing



WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sherffinfo@ewashtenaw.org

JERRY L. CLAYTON
SHERIFF

MARK A PTASZEK
UNDERSHERIFF

December 12, 2017

CR# 43545.2

Scott Snuverink
Don's Towing
191 Hiscock
Ann Arbor, MI 48105

Re: Second Amendment to CR# 43545

Dear Mr Snuverink

Washtenaw County and the Washtenaw County Sheriff's Office wish to execute a second amendment to the contract with your agency (CR#43545) Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and Don's Towing dated December 3, 2012 (CR#43545) as follows:

Amend ARTICLE IV – TERM to extend the contract as follows:

“This contract shall be in full force and effect for an additional one (1) year period commencing January 1, 2018 and terminating on December 31, 2018.”

All other terms and conditions remain the same as in the original contract.

ATTEST

WASHTENAW COUNTY

Lawrence Kestenbaum COUNTY CLERK (DATE) 02/12/2018
County Clerk/Registrar

Gregory Dill (DATE) 02/08/2018
Administrator

APPROVED FOR CONTENT

Jerry Clayton (DATE) 1/6/18
Sheriff

DON'S TOWING

Accepted by Scott Snuverink (pres)
Don's Towing

Original Clerk
Contractor
cc Department
Purchasing



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriffinfo@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

November 15, 2018

CR# 43545.3

Scott Snuverink
Don's Towing
191 Hiscock
Ann Arbor, MI 48105

Re: Third Amendment to CR# 43545

Dear Mr. Snuverink

Washtenaw County and the Washtenaw County Sheriff's Office wish to execute a third amendment to the contract with your agency (CR#43545). Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and Don's Towing dated December 3, 2012 (CR#43545) as follows:

Amend ARTICLE IV – TERM to extend the contract as follows:

“This contract shall be in full force and effect for an additional six (6) month period commencing January 1, 2019 and terminating on June 30, 2019.”

All other terms and conditions remain the same as in the original contract

ATTEST:

03/15/2019

Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

03/15/2019

Greg Dill (DATE)
Administrator

APPROVED FOR CONTENT:

Jerry Clayton
Sheriff

(DATE)

12/19/18

DON'S TOWING

Accepted by
Scott Snuverink
Don's Towing

Original: Clerk
Contractor
cc: Department
Purchasing



WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriffinfo@ewashtenaw.org

ERRY L. CLAYTON
SHERIFF

MARK A. PTASZEK
UNDERSHERIFF

May 29, 2019

CR# 43545.4

Michael B. Corrigan
Corrigan Towing D.B.A. Don's Towing
7986 Coyle Rd
Whitmore Lake, MI 48189

Re: Forth Amendment to CR# 43545

Dear Mr. Corrigan,

It is the understanding of the Sheriff's Office that Corrigan Towing has purchased Triangle Towing and Don's Towing. The Sheriff's Office is willing to acknowledge the change in ownership and grants Corrigan all of the rights and privileges of the contracts as executed by Triangle and Don's for the limited purpose of this contract extension. The Sheriff's Office expects that Corrigan will adhere to the requirements as outlined in the last RFP and the contract. At the expiration of the extension of the current contract, Corrigan will be subject to the RFP process just as any other towing company.

Washtenaw County and the Washtenaw County Sheriff's Office wish to execute a fourth amendment to the contract with your agency (CR#43545). Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and Don's Towing dated December 3, 2012 (CR#43545) as follows:

Amend ARTICLE IV – TERM to extend the contract as follows:

“This contract shall be in full force and effect for an additional six (6) month period commencing July 1, 2019 and terminating on December 31, 2019.”


All other terms and conditions remain the same as in the original contract

ATTEST:


Lawrence Kestenbaum (DATE)
County Clerk/Register

07/08/2019

WASHTENAW COUNTY

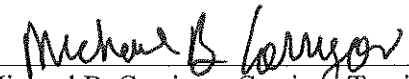

Gregory Dill (DATE)
Washtenaw County Administrator

07/02/2019

APPROVED FOR CONTENT:


Jerry Clayton, Sheriff (DATE)
6/24/19

CORRIGAN TOWING D.B.A. DON'S TOWING

Accepted by 
Michael B. Corrigan, Corrigan Towing
6-13-19