

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this 12th day of December, 2019, by the WASHTENAW COUNTY TRIAL COURT, 101 E Huron, Ann Arbor, Michigan ("Court") and Judicial Services Group Ltd DBA JSG Monitoring (JSG), located at 401 S Jackson St, Jackson, MI 49201 ("Contractor")

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

ARTICLE I – SCOPE OF SERVICES

Judicial Services Group agrees to provide, perform and complete the following services for the Washtenaw County Trial Court – Juvenile Division

- 1) Provide electronic monitoring facilities and service to the Washtenaw County Trial Court – Juvenile Division This shall include seven-day per week, 24-hour per day monitoring of all installed monitoring units and email, telephone or text verification of all computer-noted violations Provide telephone/text notice to the Juvenile Division of equipment failure, and all violations Notice will be followed by written reports of the violations upon request
- 2) Lease and provide the necessary electronic monitoring equipment for participants, including all expendable parts such as batteries, ankle attachments, etc
- 3) Provide necessary training for Juvenile Division personnel in the installation of electronic monitoring equipment and training on how to use the web-based FocalPoint electronic monitoring software
- 4) Monitor and report violations for the participants
- 5) The Contractor shall submit a monthly billing statement to the Juvenile Division within fifteen (15) working days from the end of the monthly billing period If the billing is not received during this period, no payment shall be made by the Court for the billing period unless an exception is specifically authorized by the Juvenile Division Administrator or his/her delegated representative In no event shall the Court make payment to the Contractor for billings submitted more than one hundred eighty (180) days after the end of the billing period The Court will pay the Contractor for bills submitted within a given billing period, no later than 30 days after the end of that billing period

The Washtenaw County Trial Court – shall

- 1) Identify the individual to be placed on electronic monitoring
- 2) Provide the central computer with school, curfew, and hours of employment of said individual
- 3) Be responsible for the reporting and follow-up of program violators
- 4) Handle all aspects of the violation processing including court appearances
- 5) Reimburse JSG, \$8 00 per day, per unit in operation The Court shall not be responsible for the per diem rate for any equipment which is not in use or is not operational due to equipment failure or lack of all available parts or service to the unit

ARTICLE II – COMPENSATION

Upon completion of the above services and submission of invoices, the Court will pay the Contractor an amount not to exceed \$30,000 annually for services performed under this agreement

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Contractor is to report to the Juvenile Division Administrator 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 Juvenile Division Administrator

Section 4 - The Court may review and inspect the Contractor's activities related to this contract, during the term of this contract

Section 5 - When applicable, the Contractor will submit a final, written report to the Juvenile Division Administrator

Section 6 - After reasonable notice to the Contractor, the Court may review any of the Contractor's internal records, reports, or insurance policies, related to this contract, not deemed confidential

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on September 30, 2022 with an option to extend for two (2) additional one (1) year periods

ARTICLE V- PERSONNEL

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

Section 2 - The Contractor will not hire any Court employee for any of the required services without the Court's written approval. Likewise, the Court will not hire any JSG employee for any of the required services without JSG'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 by 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-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. 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 or agent and principal 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

Contractor 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. 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, the Court, their 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 or the Court 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 and the Court 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. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract
- 4 Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County and the Court shall be added as "additional insured" on

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Professional liability policy with respect to the services provided under this contract

Insurance companies, named insureds and policy forms may be subject to the approval of the Trial Court Administrator, if requested by the Trial Court Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County or the Court. Contractor shall be responsible to Washtenaw County, the Court or insurance companies insuring Washtenaw County and the Court for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Trial Court Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Trial Court 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 Trial Court 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 Trial Court Administrator, P. O. Box 8645, 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 CONSULTANT, COUNTY AND COURT

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, the Court or member of their 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 Court 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 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 XIII - 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 \$13.61 per hour with benefits or \$15.18 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 30th, 2020 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 XIV - ASSIGNS AND SUCCESSORS

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

ARTICLE XV - 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 XVI - EQUAL ACCESS

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

ARTICLE XVII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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 Court. Any publication of the information or results must be co-authored by the Court.

ARTICLE XVIII - PAYROLL TAXES

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

ARTICLE XIX - PRACTICE AND ETHICS

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

ARTICLE XX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE XXI - 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 XXII - EXTENT OF CONTRACT

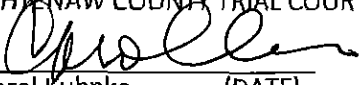
This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral

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ARTICLE XXIII – ELECTRONIC SIGNATURES

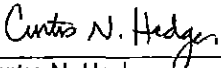
All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement

WASHTENAW COUNTY TRIAL COURT CONSULTANT

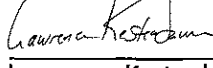
By 
Carol Kuhnke (DATE)
Chief Judge 12-26-19
Washtenaw County Trial Court

By  11/18/19
John Hays (DATE)
President
Judicial Services Group, Ltd

APPROVED AS TO FORM


By  12/20/2019
Curtis N. Hedger (DATE)
Office of Corporation Counsel
CORPORATION COUNSEL

ATTESTED TO

By  12/30/2019
Lawrence Kestenbaum (DATE)
Clerk/Register of Deeds

Acknowledgement

The County Administrator hereby acknowledges the foregoing document as executed in accordance with the existing Memorandum of Understanding between the County and the Court

 12/26/2019
ADMINISTRATOR - PROXY SIGNED BY DIANE
Gregory Dill HEINT.
Washtenaw County Administrator

PRICE SHEET

Total estimated cost of project: \$ 26,280 per year



1. Provide electronic monitoring facilities and service – shall include 7 day per week, 24 hour per day monitoring of all installed monitoring units - Included

2. Equipment Lease for up to twelve (12) participants –
\$72 per day

3. Training - Included

NOTE The price sheet will be the primary means to compare bid submissions for your award recommendation

Bidder's Company Name JSG Monitoring