

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this 26th day of March, 2021, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and The WoodHill Group located at 29488 Woodward Ave, Suite 298, Royal Oak, MI 48073 ("Consultant").

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

ARTICLE I - SCOPE OF SERVICES

The Consultant will provide the below accounting and financial services to the Sheriff's Office as needed:

- Act as liaison between the Sheriff's Office and County Finance and Accounting, when necessary, to ensure financial requirements for the Sheriff's Office are met.
- Accounting support including but not limited to: month-end financial preparation, grant administration, financial policy creation and/or review, internal control review and design, and assistance with audits.
- Budget and forecasting development and support with preparation/presentation.
- Review of financial processes for best practices and efficient and cost-effective use of resources.
- Function as a technical resource to the staff, review and/or creation of revenue modeling and forecasting, financial summary presentation reports, and other reports as mutually agreed upon.
- Review of interagency chargebacks. This would include a review of existing chargeback practices and providing recommendations.
- Train new/existing staff including developing training manuals.
- Review and update cost models for contracted Dispatch services and Contracted Police services
- Assist with year-end budget closing.
- Assist with sub-recipient grant monitoring

Any measurable projects or financial studies outside normal operating requirements will require a formal discussion of high-level scope and costs. The parties mutually understand and agree that the County reserves exclusive authority and discretion to implement, adopt, accept, reject, or modify any work, service or recommendation performed or offered by Consultant and County assumes full responsibility and any resulting liability, loss, financial condition, costs, or damages, if any, arising out of County's exercise of this authority and discretion.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed Thirty Thousand Dollars (\$30,000). Hourly billing will be based on the following rates.

Employee	Rater Per Hour
Principals and Directors	\$150
Program Managers	\$125
Accountants	\$100

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to the Sheriff or 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 Consultant must be dated and bear the Consultant'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 Consultant's activities during the term of this contract.

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

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

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on December 31, 2021 with an option to extend for two (2) additional one (1) year periods.

ARTICLE V- CONFIDENTIAL AND PROPRIETARY INFORMATION

Section 1 - The Consultant agrees and understands that given the relationship with the County, The Consultant's staff may have access to and may receive information or materials that are considered confidential and/or proprietary by the County ("Confidential Information"). Confidential Information includes, but is not limited to, procedures and processes, documentation, personnel and human resources information, strategic plans, financial information, and proposed agreements, but shall not include public records subject to disclosure under the Freedom of Information Act, 1976 P.A. 442, MCL 15.231 to 15.246, as amended ("Act"). County shall, at its own cost and expense, advise Consultant as to whether any information, documentation or record in the possession, custody or control of Consultant is subject to disclosure under the Act. Confidential Information may be communicated in writing, orally, electronically, or by other means, and may or may not be identified in writing as "Confidential" or "Proprietary."

Section 2 - The Consultant agrees that, during the term of this agreement and thereafter, the Consultant's staff will keep all Confidential Information strictly confidential and not use (except on behalf of the County) or disclose any such Confidential Information, either directly or indirectly, to any person or entity without the prior written consent of the County provided County consent shall not be required to disclose any information, documentation or Confidential Information in response to a court subpoena or order or while under oath in any judicial or quasi-judicial proceeding. The Consultant agrees to notify the County in writing of any such subpoena before a response is due. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Agreement or at any time upon the County's request, the Consultant

will promptly deliver to the County all property either tangible or electronic which has been produced by, received by, or otherwise submitted to the Consultant during or prior to the Term pertaining to the Consultant's work for the County, including, but not limited to, information which constitutes or embodies Confidential Information which is in the possession of the Consultant or under the Consultant's control.

ARTICLE VI- PERSONNEL

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

Section 2 - The Consultant 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 contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VII-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 VIII - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees (collectively "County") 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 Consultant'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 Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant subject to the following:

a) County, at all relevant times and under all circumstances, shall be solely and exclusively responsible for the proper maintenance, repair, operation, security, and integrity of any and all County information and data systems, technology, and equipment;

b) Consultant shall have no duty or obligation to defend, indemnify or hold County harmless for any claims, costs, losses or damages caused by any act or omission by the County, including without limitation, the County's breach of any duty, promise or obligation arising under this Agreement;

c) To the extent permitted by Michigan Law, the County agrees to hold harmless and indemnify Consultant and its officers, staff and representatives from any and all losses, damages, liabilities, claims, costs and expenses, including attorney fees, resulting from (1) any breach by the County of any duty, promise or obligation arising under this agreement, or; (2) any claims, damage, loss or liability resulting from any act or omission by the County.

ARTICLE IX- INSURANCE REQUIREMENTS

The Consultant 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. 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 shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. The additional insured provision does not apply to contracts with Architects, Architectural firms, Engineers or Engineering firms.

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. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially

unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant 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 Consultant 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 Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish 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: Sheriff's Office, Business Services, 2201 Hogback Road Ann Arbor, MI 48105 Contract #53102, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE X - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant 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 XI - INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant 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 XII - CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, 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 Consultant, 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 Consultant.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant 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 Consultant 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 Consultant 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 Consultant, 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 XIV - 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 \$13.91 per hour with benefits or \$15.51 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, 2021 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 XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant 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 - EQUAL ACCESS

The Consultant 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 XVIII - 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 Consultant. During the performance of the services, the Consultant 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 Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XIX - PAYROLL TAXES

The Consultant 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 XX - PRACTICE AND ETHICS

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

ARTICLE XXI - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE XXII - 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 XXIII - EXTENT OF CONTRACT

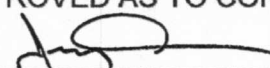
This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

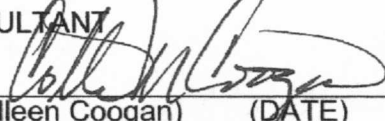
ARTICLE XXIV - ELECTRONIC SIGNATURES

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

ATTESTED TO:

By: Signed by Deputy E Golembiewski for L. 04/13/2021
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY
By:  04/13/2021
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:
By:  04/12/2021
Jerry L. Clayton (DATE)
Sheriff

CONSULTANT
BY:  4-7-21
(Colleen Coogan) (DATE)
The WoodHill Group

APPROVED AS TO FORM:
By:  04/13/2021
Michelle K. Billard (DATE)
Office of Corporation Counsel

CL 53102.0

THE WOODHILL GROUP
29488 WOODWARD AVE, STE 298, ROYAL OAK, MI 48073



2021 – The WoodHill Group Employee Rates

Employee	Rate per Hour
Principal and Directors	\$150
Program Managers	\$125
Accountants	\$100