

PROFESSIONAL SERVICE CONTRACT

THIS EMPLOYMENT SERVICES AGREEMENT is made this 13th day of September, 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 GLOBAL ENGAGEMENT CONSULTANTS located at 1420 Washington Boulevard, Suite 301, Detroit, Michigan ("Consultant").

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

ARTICLE I - SCOPE OF SERVICES

The Consultant will:

1. Develop a shared understanding of a "highly qualified candidate" for the Director of Diversity, Equity, and Inclusion through discussion and collaboration with Sheriff Clayton and/or his designee. Consultant will define position requirements, preferences, and competencies in writing within the first fourteen (14) days.
2. Review the ten (10) candidates identified by the Washtenaw County Sheriff's Office (WCSO) and make recommendations on whether to move forward. Consultant will submit written recommendations within the first fourteen (14) days.
3. Utilize a blend of traditional and social media approaches to source, recruit, and identify no fewer than three (3) highly qualified candidates in addition to those already sourced by WCSO.
4. Participate in weekly check-ins with the Sheriff and/or designee to discuss progress, recommendations, or any other issues. Weekly check-in sessions may be canceled by the Sheriff or his designee as needed.
5. Create a Candidate Grid using the previously defined "highly qualified" standard to compare each candidate.
6. Provide a written summary of the evaluation process for each candidate, including final recommendations.
7. Coordinate and facilitate listening sessions in different areas of WCSO to identify stakeholders' DEI needs and priorities, as well as establish short- and long-term goals for organizational changes. Sessions will be conducted prior to the new DEI Director start, as well as during the onboarding process.
8. Following the completion of the selection process, Consultant will coordinate onboarding for the appointed Director of DEI. Working closely with the Sheriff and designee, Consultant will co-create a 90-day work plan with benchmarks, identified milestones, and a progress reporting schedule to the Sheriff and stakeholders. Adhere to a quarterly After-Action Review to determine if objectives were met and identify any barriers and needed resources moving forward.

ARTICLE II - COMPENSATION

Upon signature of this contract, the County will pay the Consultant a deposit of Ten Thousand Dollars (\$10,000). Following delivery of the three (3) highly qualified candidates referenced in Article I above, the County will pay the Consultant a second deposit of Ten Thousand Dollars (\$10,000). On the successful candidate's date of hire, the County will pay the Consultant a third and final deposit of Ten Thousand Dollars (\$10,000).

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to Sheriff Jerry Clayton and/or his designee and will cooperate and confer with him as necessary to ensure 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 Sheriff and 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 the one (1) year anniversary date of the contract start date.

ARTICLE V- 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 VI - INDEPENDENT CONTRACTOR

Contractor and the County shall always 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 Consultant 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 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.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. 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.
2. 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.
3. 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: Washtenaw County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48104, Contract #53418.0, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - 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 X - 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 XI - 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 XII - 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 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 \$14.05 per hour with benefits or \$15.66 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, 2022 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 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 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. From and after such termination, Global Engagement Consultants will have no further liability to the County of Washtenaw except for receipt of payment for any placement fees, reasonable and agreed to expenses, or outstanding invoices due under this agreement on date of termination.

ARTICLE XVI - EQUAL ACCESS

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

ARTICLE XVII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed because 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 XVIII - 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 XIX - PRACTICE AND ETHICS

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

ARTICLE XX – CONFIDENTIALITY

While performing work under this Agreement, the Consultant may have access to confidential information of WCSO. The Consultant acknowledges such information is secret and confidential and shall not disclose any such confidential information, directly or indirectly, or use it in any way either during the term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance with this Agreement.

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 XXVI – 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 09/20/2021
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: Gregory Dill 09/20/2021
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONSULTANT

By: Jerry L. Clayton 9/9/21
Jerry L. Clayton (DATE)
Washtenaw County Sheriff

By: Chanel F. DeGuzman 09 / 08 / 2021
Dr. Chanel F. DeGuzman (DATE)
Global Engagement Consultants

APPROVED AS TO FORM:

By: Michelle K. Billard 09/20/2021
Michelle K. Billard (DATE)
OFFICE OF CORPORATION COUNSEL
n Counsel

CL 53418.0



**GLOBAL
ENGAGEMENT
CONSULTANTS**

1420 WASHINGTON BLVD. #301 DETROIT, MI 48226-1718
T. 313.410.9909 | E. info@globalengagementconsultants.com
www.globalengagementconsultants.com

September 17, 2021

Jerry Clayton, Sheriff
Washtenaw County Sheriff Office
2201 Hogback Rd
Ann Arbor, MI 48105

Dear Sheriff Clayton,

The following description outlines the pricing for Contract #53418.0, Director of Diversity, Equity, and Inclusion (DEI) Position new hire.

- 1). Contract Execution \$10,000

- 2). Delivery of three (3) highly qualified candidates. Define position requirements, preferences, and competencies. Review the ten (10) candidates identified by the Washtenaw County Sheriff's Office (WCSO) and make recommendations on whether to move forward. Use traditional and social media approaches to source, recruit, and identify candidates. Provide a written summary of the evaluation process for each candidate, including final recommendations. Coordinate and facilitate listening sessions in different areas of WCSO to identify stakeholders' DEI needs and priorities, as well as establish short- and long-term goals for organizational changes. \$10,000

- 3). Upon successful hire of new Director, Consultant will coordinate onboarding for the appointed Director of DEI. Consultant will co-create a 90-day work plan with benchmarks, identified milestones, and a progress reporting schedule to the Sheriff and stakeholders. Consultant will provide a quarterly After-Action Review to determine if objectives were met. Consultant will continue to work with the hired DEI Director to coordinate and facilitate listening sessions throughout the WCSO. \$10,000

Global Engagement Consultants looks forward to the successful hire of the Director of Diversity, Equity and Inclusion and subsequent onboarding process.

Sincerely,

Dr. Chanel F. DeGuzman

Dr. Chanel F. DeGuzman