

PROFESSIONAL SERVICE CONTRACT
John A. Shea, Attorney at Law
(Vendor #7063)

AGREEMENT is made this 1st day of December 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 John A. Shea, Attorney at Law, located at 120 N. Fourth Avenue, Ann Arbor, MI 48104 ("Attorney").

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

ARTICLE I - SCOPE OF SERVICES

The Attorney will provide legal services for an employee in relation to the employee's duties and responsibilities as a law enforcement officer. The County agrees to pay for the legal services rendered on behalf of the employee while the attorney-client relationship exists between the Attorney and the employee.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Attorney an amount not to exceed **twenty-five thousand dollars (\$25,000.00)** annually. The Attorney will not charge more than \$350 per hour for services or \$225 per hour for an associate's services. The Attorney may also bill for out-of-pocket expenses associated with representation of the employee.

ARTICLE III - REPORTING OF ATTORNEY

Section 1 - The Attorney is to report to the Undersheriff 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 Attorney must be dated and bear the Attorney's name.

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on November 30, 2024.

ARTICLE V- PERSONNEL

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

Section 2 - The Attorney 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

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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

Attorney 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. Attorney 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, Attorney retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Attorney 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. Attorney shall be solely responsible for payment of all taxes arising out of the Attorney'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 Attorney.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The Attorney 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 Attorney'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 Attorney, any sub-contractor, or any employee, agent or representative of the Attorney or any sub-contractor.

ARTICLE VIII- INSURANCE REQUIREMENTS

The Attorney 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

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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.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence.

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. Attorney shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Attorney and their inadequate insurance coverage. Attorney 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 Attorney 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 Attorney expires or is canceled during the term of the contract, services and related payments will be suspended. Attorney 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 Sheriff's Office Attn: Business Services, 2201 Hogback Rd., Ann Arbor, MI 48105 and Contract #53765 and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Attorney 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 ATTORNEY AND COUNTY

The Attorney promises that it has no interest which would conflict with the performance of services required by this contract. The Attorney 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.

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ARTICLE XI - CONTINGENT FEES

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

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Attorney 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 Attorney 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 Attorney 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 Attorney, 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. Attorney agrees to comply with this Ordinance in paying its employees. Attorney 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 Attorney thirty (30) days written notice of such change. Attorney 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 Attorney, their successors and assigns. Neither the County nor the Attorney will assign or transfer its interest in this contract without the written consent of the other.

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ARTICLE XV - TERMINATION OF CONTRACT

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party. All outstanding amounts owed to Attorney at the time of termination will be paid.

ARTICLE XVI - EQUAL ACCESS

The Attorney 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

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Attorney. During the performance of the services, the Attorney 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 Attorney 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 Attorney 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 - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Attorney, 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.

ATTESTED TO:
By: *Lawrence Kestenbaum* 08/22/2022
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY
By: *Gregory Dill* 08/22/2022
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:
By: *Jerry L. Clayton* (DATE)
Jerry L. Clayton
Sheriff

ATTORNEY
By: *John A. Shea* 7/1/22 (DATE)
John A. Shea
Attorney at Law

APPROVED AS TO FORM:
By: *Michelle K. Billard* 08/17/2022
Michelle K. Billard (DATE)
Office of Corporation Counsel

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CR 53765.0

JOHN A. SHEA
ATTORNEY AT LAW

120 N. FOURTH AVENUE
ANN ARBOR, MICHIGAN 48104
TELEPHONE (734) 995-4646
FACSIMILE (734) 995-2910

April 11, 2022

PRICING

Ms. Mariann J. LeBlanc
Washtenaw County Sheriff's Office
Business Services
2201 Hogback
Ann Arbor, Michigan 48105

re: Engagement rates for Marvin Gundy representation

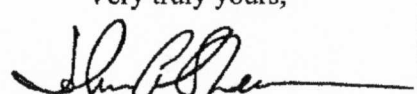
Dear Ms. LeBlanc:

Pursuant to your request, I am confirming that my standard hourly rates are \$450 for my services, and \$250 for those of my associate, Uwe Daus. I will be the responsible attorney in charge of Mr. Gundy's representation. We will charge fees based on our recorded time at the billing rates described above. We will also charge for necessary out-of-pocket expenses (expenses we incur to third parties in connection with the representation). Our practice is to issue invoices monthly, for time spent through the end of the previous month (except for the final bill, which will be for the period up to the date of the final bill).

At this point, I cannot estimate what our fees are likely to be, because the decision has not yet been made whether to charge Mr. Gundy. If he is not charged, we'll be wrapping this up very quickly. If he is charged, what the case will cost will depend on the nature and number of charges, the evidence disclosed to us underlying the charges, and how aggressively the Attorney General pursues the charges. Typically, felonies cost more than misdemeanors, serious felonies cost more than ordinary felonies, and cases that take a long time to resolve (including cases that require trials) cost more than those that can be resolved relatively quickly. Which of these variables come into play are largely in the control of the prosecutor. We can revisit anticipated hours if you like, after we learn whether charges will be brought.

I hope this information answers your questions at present. If not, please do not hesitate to write or call with whatever additional questions you may have.

Very truly yours,


John A. Shea

see attached

Mariann LeBlanc

From: John Shea <jashea@earthlink.net>
Sent: Thursday, July 28, 2022 2:55 PM
To: Mariann LeBlanc
Cc: 'Monica Vogel'
Subject: RE: WCSO Contract - Quick Q.

PRICING

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My agreement with the WCSO was to charge \$350. Monica drafted the April 11 letter that says \$450, which was my standard at the time, and I didn't tell her that I had agreed to a reduced rate or catch the error before it went out. My apologies for the confusion, I'm glad I got it right in the contract.

John

From: Mariann LeBlanc <leblancm@washtenaw.org>
Sent: Thursday, July 28, 2022 1:54 PM
To: John A Shea <jashea@earthlink.net>
Subject: WCSO Contract - Quick Q.

Hello John,

Finishing up this contract (and all the moving pieces)

Before I send downtown and someone in Finance notices this (your pricing sheet has your rate at \$450.00 hour and in the contact under Article II- Comp reflects \$350.00.

Can you please confirm which is correct?

Thanks for your assistance,
Mariann

Mariann J. LeBlanc

Washtenaw County Sheriff's Office
Business Services
2201 Hogback Rd.
Ann Arbor, MI 48105
734-478-5956 (mobile)