

PROFESSIONAL SERVICES CONTRACT
Legal Service of Process in Abuse and Neglect Cases

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Allen and Hope Civil Process, through Great Lakes Civil Services, Inc., a Michigan Corporation, whose principal place of business is located at 4020 Somers Drive, Burton, Michigan 48529 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

Execution of this Agreement is authorized by **Resolution # 2023-918** issued by the Genesee County Board of County Commissioners.

2. Term

The term of this Contract commences on **October 1, 2023** and shall be effective through **September 30, 2026**.

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

4. Compensation.

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$37.00 per successful service. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

5. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Contract Administrator

The contract administrator for this Contract is Tamara Phillips (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. Warranties

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. Suspension of Work

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall

require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated

within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

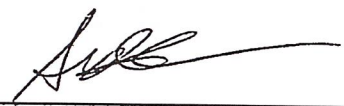
17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

GREAT LAKES CIVIL SERVICES

COUNTY OF GENESEE

By: 

Scott Hope
Owner

By: 

Chair, Board of County Commissioners

Date: 12-12-27

Date: 12-15-23

EXHIBIT A
Description of the Services

Contractor shall comply with all requirements and especially the confidentiality of Prosecutor's clients and case file information. Contractor shall implement all applicable federal regulations and requirements, state statutes, and DHHS policies and procedures that relate to service of process. Contractor shall be entitled to review or receive copies of any and all federal and state statutes, federal and DHHS policies and procedures and court rules, and Prosecutor policies relating to service of process.

A. Services

The contractor shall:

1. Use diligent and reasonable efforts to locate and serve legal process as directed by the Prosecutor or his agents (e.g. the Family Court Abuse and Neglect Division).
2. Use the Prosecutor's Family Court Division staff in locating absent parents for service of process.
3. Contractor, as an Agent of the Prosecutor, accepts and understands that prompt, PERSONAL service is the primary objective for the contracted services, and that Alternate service is exactly that, an ALTERNATIVE to be used only when personal service is unable to be effected in a timely manner as detailed below.
4. Contractor, as an Agent of the Prosecutor, shall be courteous and polite to the public and person's upon whom service is being made at all times during the performance of his duties under this agreement.
5. Contractor shall appear at any legal challenges to his service of process by the Court, the Prosecutor, defendant or their attorneys as directed by the Court or the Prosecutor.
6. Requirements of Process Servers
 - a. Upon receipt of service packets with the original summons, service must be attempted at least three times, attempts documented, dated, and returned within 2 weeks (14 days).
 - b. If service problems arise and/or service becomes unlikely, the P. S. must return the service packet with the date(s) of the specific problem(s) IN WRITING rather than holding the packet for extended periods of time [i.e., more than 2 weeks (14 days)].
 - c. Verification of Process Server forms (now required by the Courts when Alternate Service is necessary), must be signed and notarized within one week of the request.
 - d. P. S. should check their bin at a minimum of twice a week for new service packets or updated service information.

New service paperwork is submitted on a day-to-day basis, along with case updates.

Failure to check bins frequently leads to a lack of communication or delays in service.

It is understood that the P. S. will retrieve all documents from their bins within two business days. (See f)

e. P. S. must act on service "tips" or changes in service directions within a reasonable time (not more than one week). (See b)

f. P. S. shall respond within 48 hours to inquiries regarding specific cases. Inquires will be in writing, dated, and left in the P.S. bin. Conversely, answers to questions can be oral but must also be in writing and dated.

g. If P. S. believes a specific service location is too far a distance to travel, and it prevents them from making timely service attempts, they must return the packet to the Prosecutor's Office within 1 week (7 days) so other service arrangements can be made.

h. When the situation arises where the Prosecutor's Office can successfully complete service "in house," the Prosecutor's Office will immediately give the P. S. written or electronic notice with the date of service. At that point, the original service packet must be returned, and additional service attempts shall cease.

Payment will not be made for subsequent service completed two or more business days after the written or electronic notice was given. (See d)

i. P. S. should avoid extended conversations with Defendants. Under no circumstances should the P. S. give opinions regarding the underlying matter or offer any legal advice or direction to any party regarding their case.

If warranted, P.S. may encourage a Defendant to call the Prosecutor's Office for further help and assistance.

j. Completed service of process packets shall be returned to the Prosecutor's Office no more than 3 (three) business days after service has been completed.

Unreasonable delay will result in forfeiture of payment for said service.

B. Reports

Contractor shall make a written report, on his own or by request of the Prosecutor or his agents, of any incidence that may be seen to be inappropriate during the performance of the duties under this contract or upon complaint of any citizen relating to Contractor's service of process.

C. Billing Method

1. Contractor shall be paid a \$37 flat fee for all successful service of process.
2. Contractor shall not be paid for any attempted or unsuccessful service of process.
3. Contractor shall submit an itemized billing statement on a monthly basis from the 1st day of a given month to the last day of the month; e.g., October 1 to October 31. Said billing shall be submitted the first day of the next month or as soon as possible thereafter.

EXHIBIT B
Insurance Checklist