

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 2022, by and between COUNTY OF SAGINAW (hereinafter called "COUNTY"), located at 111 S. Michigan Avenue, Saginaw, Michigan 48602; and _____ (hereinafter called "CONTRACTOR"), located at _____.

WHEREAS, CONTRACTOR has experience in serving as a medicolegal death investigator, as well as administrative support services; and

WHEREAS, COUNTY desires that CONTRACTOR provide such professional services to the Medical Examiner's Office; and

WHEREAS, the services, as stated below, are a proper concern of COUNTY and are services that COUNTY wishes to have CONTRACTOR perform;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide medical examiner investigation (MEI) services and office support to the Saginaw County Medical Examiner's Office on an as needed basis. Work times shall be as established in consultation with the Saginaw County Controller/CAO or his designee. Such services shall include, but not be limited to, obtaining medical records from hospitals and doctor offices, responding to inquiries or requests from funeral homes or family members/next of kin, and preparing the documents necessary to issue death certificates and creation permits. The services to be provided by CONTRACTOR are more fully detailed in the Medical Examiner Investigator Job Description, which is attached hereto as Exhibit A to this Agreement and is fully incorporated into this Agreement by reference.

In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of such services, including those now in effect and hereafter adopted. Failure to do so shall constitute a material breach of this Agreement.

ARTICLE 2 - DURATION AND TERMINATION OF AGREEMENT

CONTRACTOR shall commence performance of services beginning on the date first set forth above and shall complete said services on notice of completion executed by the Saginaw County Controller/CAO. In no instance shall this Agreement extend beyond September 30, 2023. The parties understand and agree that this Agreement may be extended and/or renegotiated only by mutual written agreement of both parties.

Either party may terminate this Agreement, for cause or convenience, upon fourteen (14) days written notice to the other party. In the event of termination of the Agreement, either for cause or no cause, COUNTY shall pay CONTRACTOR for work provided as of the date of termination. No other compensation or "severance" shall be paid, and the balance of the contract shall remain unperformed and unpaid.

ARTICLE 3 - COMPENSATION

CONTRACTOR shall be compensated for duties specified in Article 1 above, by billing the COUNTY monthly by the tenth day (10th) of the following month for services which were performed. Said services shall be billed at the flat rate of ONE HUNDRED THIRTY DOLLARS (\$130.00) per death scene investigation call. CONTRACTOR shall remit the monthly statement of services performed directly to the Saginaw County Controller/CAO or his designee. The compensation is an all-inclusive rate, including all costs, such as mileage and other incidental expenses.

ARTICLE 4 - INDEPENDENT CONTRACTOR

It is expressly acknowledged, understood and agreed that CONTRACTOR is an independent contractor, and shall not hold himself out as an employee, servant or agent of the COUNTY. CONTRACTOR under this contract shall not be entitled to any fringe benefits of the COUNTY other than that which is specified herein, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. CONTRACTOR shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and Local governments. To the extent required by law, CONTRACTOR shall be responsible for Workers' Compensation coverage.

ARTICLE 5 - INDEMNIFICATION AND HOLD HARMLESS

The CONTRACTOR shall, at his own expense, protect, defend, indemnify and save harmless Saginaw County, its elected and appointed officers, employees, servants and agents from any and all liability resulting from any acts, omissions or negligence of CONTRACTOR. CONTRACTOR shall maintain a policy of professional or general liability insurance standard to the industry, as well as vehicle or other insurances necessary to perform the services contemplated herein. In no instance shall such insurances have limits less than:

- A) **Commercial General Liability or Professional Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit covering personal injury, bodily injury, and property damage, including damage to any cadaver under CONTRACTOR'S custody or control.
- B) **Motor Vehicle Liability Insurance**, including applicable No-Fault coverage's, with limits of liability of not less than \$500,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

CONTRACTOR shall name Saginaw County as an additional insured to any such professional or general liability insurance policy. CONTRACTOR'S responsibilities as set forth in this section shall not be mitigated by any insurance coverage that may be obtained by CONTRACTOR.

ARTICLE 6 - MISCELLANEOUS

- A. No failure or delay on the part of the COUNTY in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
- B. All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

- C. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- D. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- E. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.
- F. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- G. In case of breach or violation of any term of this Agreement, either party shall have all remedies available at law or in equity under the laws of the State of Michigan.
- H. Any work product of CONTRACTOR under this Agreement is the property of COUNTY and shall be delivered to the COUNTY upon its request.
- I. This Agreement shall be construed in accordance with the laws of the State of Michigan. Venue for any related litigation shall be in the County of Saginaw, State of Michigan.

ARTICLE 7 - CERTIFICATION

The persons signing below certify that they are duly authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

COUNTY OF SAGINAW

CONTRACTOR

By: _____
 Carl E. Ruth, Chair
 Saginaw County Board of Commissioners

By: _____

**APPROVED AS TO SUBSTANCE AND PROPER:
 DEPARTMENT EXPENSE - COUNTY CONTROLLER/CAO**

**APPROVED AS TO LEGAL FORM:
 GILBERT & SMITH, P.C.**

By: _____
 Robert V. Belleman

By: _____
 Civil Counsel