

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF
KALAMAZOO AND _____**

THIS CONTRACT is made and entered into this _____ day of _____ 20__ between the County of Kalamazoo by and through its Drain Commissioner (County), 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007, and _____(Contractor),
_____.

WHEREAS, the County desires to _____ and

WHEREAS, the Consultant possesses the experience, expertise and training to _____
_____ and

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, the parties agree as follows:

SECTION I. THE CONSULTANT'S DUTIES

The Contractor agrees to: _____

SECTION II: THE COUNTY'S DUTIES

The County agrees to: _____

SECTION III: COMPENSATION

County shall compensate Consultant for its services under this Contract in the following manner:

SECTION IV: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

The following duties and responsibilities apply equally to the Consultant and the County unless the language of the provision clearly indicates that it applies only to the Consultant or the County.

1. **INSURANCE.** The Consultant shall provide the County with a certificate of insurance providing for a commercial liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000) to include, but not be limited to, personal injury, bodily injury, property damage and contractual liability. The Consultant shall have the County listed as an additional insured on the certificate of insurance (to the extent of the liability which the Consultant assumes under this contract). The insurance certificate shall state that the insurance policy can not be amended or canceled unless the County is given thirty (30) days written notice.

The insurance company issuing the certificate shall strike from the certificate the usual words in the cancellation clause of the certificate which state "endeavor to" or "failure to mail such notice shall impose no obligation or liability of any kind upon the company". The Consultant shall also furnish to the County a certificate of insurance covering the Consultant's Workers Compensation responsibilities for the Consultant's employees. Failure of the Consultant to provide the certificates of insurance or receipt by the County of a Notice of Cancellation of the insurance policies by the Consultant's insurance company(s) shall constitute a material breach of this contract and the County may then, at its sole option, terminate this Contract immediately.

2. INDEMNITY. The Consultant agrees to indemnify and hold harmless (to the extent of the liability which the Consultant assumes under Section IV, Paragraph 1 of this contract) the County, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Consultant, its agents, employees, officers, or representatives, in performing this contract. The County agrees to indemnify and hold harmless the Consultant, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the County, its agents, employees, officers, or representatives, in performing this contract; provided that nothing herein contained in this Contract constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to the County and its agents, employees, officers or representatives by common law, statute or court decision.

3. ASSURANCES AGAINST DISCRIMINATION. Consultant assures that it shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, creed, color, religion, national origin or ancestry, gender, age, marital status, height, weight or disability/handicap unrelated to the person's ability to perform the duties of a particular job or position. Breach of this provision shall constitute a material breach of this Contract and authorizes the County to, in its sole discretion, immediately terminate this Contract.

4. DISPUTE RESOLUTION. In the event a dispute arises between the County and the Consultant concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the party written notice identify the cause or reason for the dispute and requesting a meeting. The County and the Consultant agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties held their final meeting to resolve the dispute. THIS PARAGRAPH DOES NOT APPLY TO DISPUTE INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY THE COMPANY WHICH ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.

5. ASSIGNMENT. This is a Contract for Professional Services and the Consultant may not assign its interest in this Contract without the express written consent of the County.

6. RELATIONSHIP BETWEEN THE PARTIES. This Contract shall not be construed to establish any employer/employee, master/servant, or principal/agent, relationship between the County and the Consultant.

7. AMENDMENTS. Changes to this Contract will only be valid if they are in writing and signed by the Consultant and the County.

8. NOTICES. Any Notice/Communication required, or permitted, under this Contract from one party to another, including the Consultant's request for assistance from County personnel in carrying out Consultant's duties under this Contract, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice or communication to the other Party or if the Party sends the Notice/Communication through first class mail to the other Party. The Parties agree that Notices and Communications should be sent to the Parties at the following addresses:

CONSULTANT:

COUNTY:

Kalamazoo County Drain Commissioner
201 W. Kalamazoo Ave.
Kalamazoo, MI 49007

9. SEVERABILITY. If a court of competent jurisdiction declares any part, portion or provision of this Contract invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of this Contract shall remain in full force and effect.

10. ENTIRE CONTRACT. This Contract constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Contract, and no modification or revision to the Contract shall have any force and effect unless it complies with the provisions of Paragraph 7, SECTION IV of this CONTRACT. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

11. HEADINGS. The Titles of the Sections and Paragraphs of this Contract are provided for reference purposes only. If any discrepancy or disagreement exists between a Title and the text of the section or paragraph, the text shall control.

12. SIGNATURES. The individual or officer who signs this Contract certifies through his/her signature that he/she is authorized to sign this Contract on behalf of the entity which he/she represents.

13. GOVERNING LAW. This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Kalamazoo County, Michigan.

SIGNATURE SECTION

For:

By: _____

Date: _____

Its: Owner

For: KALAMAZOO COUNTY

By: _____

Date: _____

Patricia A.S. Crowley

Its: Drain Commissioner

By: _____

Date: _____

Its: Witness