

SERVICE CONTRACT
HUMANE SOCIETY OF HURON VALLEY

AGREEMENT is made this 2nd day of January 2013 by the COUNTY OF WASHTENAW, a municipal corporation with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County"), and Humane Society of Huron Valley located at 3100 Cherry Hill Road, Ann Arbor, Michigan 48105 ("HSHV").

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

ARTICLE I – SCOPE OF SERVICES

In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 1.1 **Animal Care Center** means a facility operated by HSHV to care for impounded animals.
 - 1.2 **Impounded Animals** means all dogs, cats, and all other animals, which are confined by HSHV and are considered to be Stray, Abandon, seized as a Bite Case, or are received pursuant to Section 2.12, or that are considered to be a potentially dangerous animal pursuant to local law.
 - 1.3 **Stray** means domesticated animals commonly kept as pets found running loose and not under the control or supervision of an identifiable owner.
 - 1.4 **Abandoned** means domesticated animals commonly kept as pets that have intentionally been left behind by an owner without proper provisions for ongoing care.
 - 1.5 **Bite Case** means any stray or owned animal from the service area requiring quarantine or observation related to possible rabies exposure by order of an ACO, Washtenaw County Department of Health or another authorized representative. There must be clear and compelling reason why an animal is held at HSHV for bite quarantine rather than being home quarantined, as allowed by law.
 - 1.6 **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments, regulations or agency opinions rendered thereto, and P. A. 287, 1969.

- 1.7 ACO means Animal Control Officer.
 - 1.8 Impounding Fees means pick-up fee charges, determined by HSHV, rendered to an owner upon his application to reclaim an animal that has been impounded.
 - 1.9 Feral Cat means a feline that lives or has lived primarily outdoors and does not have and cannot gain the characteristics needed to be a house pet.
 - 1.10 Euthanasia means the intentional ending of a life using the most humane methods possible as guided by American Veterinary Medical Association.
 - 1.11 Rabies means an infectious disease of certain animals that can be spread to people or other animals by direct inoculation, as by bite of an infected animal.
 - 1.12 Redemption means the process by which an owner of an Impounded Animal reclaims that animal subject to HSHV's policies and procedures and as permitted by law.
2. HSHV RESPONSIBILITIES. Subject to the terms and conditions contained in this Agreement, and applicable changes in law, HSHV shall carry out the following:
- 2.1 LAWS AND REGULATIONS. HSHV shall assist the County in complying with all mandated state animal laws and regulations.
 - 2.2 HUMANE CARE. For all Impounded Animals for which the County is statutorily responsible and that are received by HSHV from ACO's, law enforcement, HSHV personnel or brought to HSHV by residents of Washtenaw County and until they are redeemed by their owners, adopted, transferred or humanely euthanized in accordance with applicable laws and regulations, HSHV shall provide the highest standards of healthy and humane care through proper food, water, housing, exercise, human interaction, daily enrichment, complying with all reasonable efforts to reduce unnecessary stress that can create illness and behavior problems. HSHV shall also take all reasonable measures for the prevention of contagious disease spread in compliance with best practices and standards set by the Association of Shelter Veterinarians.
 - 2.3 HUMANE CARE OF QUARANTINED ANIMALS. HSHV shall provide proper food, water, shelter, and humane care for any Impounded Animal, which is suspected of infection with Rabies, to be tested or quarantined by the HSHV for such a period of time as may be required by applicable law and cleared by licensed HSHV veterinarian.
 - 2.4 VETERINARY CARE OF IMPOUNDED ANIMALS. HSHV shall provide or obtain appropriate emergency and palliative veterinary care in order to minimize suffering for injured and sick Impounded Animals which are treated under this Agreement according to State law. HSHV shall also provide treatment to prevent

the spread of contagious disease, parasites and other infectious conditions to the shelter population. Impounded Animals that have an imminently terminal condition or whose suffering is too extensive to ameliorate as determined by HSHV veterinarian may be humanely euthanized according to State law.

- 2.5 ACCEPTANCE OF ANIMALS. Provided HSHV is not under quarantine as imposed by a State regulatory agency or HSHV, HSHV agrees that it will accept each and every Impounded Animal mandated by State law as the County's responsibility delivered to the Animal Care Center by a duly authorized ACO, other authorized individual, or County resident provided the animal was found stray within the territorial limits of Washtenaw County. Said animals shall be held for the Required Holding Period. At the end of the Required Holding Period, HSHV will make such disposition as it, in its sole discretion, deems necessary and proper, and in accordance with the law.
- 2.6 DELIVERY OF ANIMALS. Provided the HSHV shelter is not under quarantine or lacks adequate space, all Impounded Animals for which the County is statutorily liable and which are picked up by ACO, HSHV Cruelty/Rescue Team, law enforcement personnel or County Residents shall be delivered to HSHV for the Required Holding Period required by law. Delivery of Impounded Animals should be made during regularly staffed hours (8am-5pm, seven days a week). After hours the ACO or other authorized individual will be given limited access to the HSHV facility.
- 2.7 REDEMPTION OF IMPOUNDED ANIMALS. HSHV shall make every effort to be accessible by maintaining hours of operation in which the facility is open to the public and available onsite and by phone suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for allowing for the Redemption of Impounded Animals.
- 2.8 ANIMALS WITH IDENTIFICATION. HSHV shall make every effort to notify owners of Impounded Animals with traceable identification (tag or microchip), by telephone, email or mail consistent with the HSHV procedures and State regulatory law.
- 2.9 LOST AND FOUND. HSHV shall collect all lost and found reports of Impounded Animals by residents of Washtenaw County and maintain information in a central database used to improve the success of stray/lost animal reclaim. Impounded Animals shall be publically posted on the HSHV website to assist with owner identification of lost animals. HSHV shall provide Redemption services to allow owners to reunite with their Impounded Animals.
- 2.10 END OF REQUIRED HOLDING PERIOD. Upon completion of the required holding period, Impounded Animals become the sole property of HSHV.

- 2.11 RABIES VACCINATION. Prior to release by HSHV to residents HSHV shall vaccinate all dogs of required vaccination age against Rabies within the legally required time.
- 2.12 ANIMAL CRUELTY INVESTIGATION. HSHV shall take reports of suspected animal abuse and neglect from ACOs, other local law enforcement, and as processed by HSHV's cruelty department, and take necessary action to investigate such allegations based on priority and deem each report "substantiated," "substantiated—advise/education only required," or "unsubstantiated" in accordance with state and local laws. Substantiated reports and all relevant and required evidence, including that obtained by search warrants and a full veterinary report, will be compiled for submittal to the Washtenaw County Prosecutor's office. All animals seized through an animal cruelty investigation shall be held at HSHV until released by court order or surrendered to HSHV by the owner.
- 2.13 FERAL CAT PROGRAM. HSHV cannot adopt out feral cats or euthanize otherwise healthy animals based solely on public nuisance complaints. HSHV will not accept feral cats for impoundment services or euthanasia unless prior and direct authorization has been given by the Shelter Management.
- 2.14 ADOPTION PROGRAM AND ANIMAL SUITABILITY AUTHORITY. HSHV shall make all efforts to avoid unnecessary Euthanasia of healthy and treatable animals of unclaimed Impounded Animals and shall maintain a comprehensive adoption program for such animals. Animal suitability for adoption shall be determined solely by HSHV.
- 2.15 ADOPTION AUTHORITY. HSHV shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Impounded Animals and the suitability of homes offered, and shall have the sole and exclusive right to accept or reject such applicants.
- 2.16 HSHV FEES. HSHV shall retain all vaccination, veterinarian and sterilization fees, Impoundment Fees and proceeds from adoption of Impounded Animals.
- 2.17 PRIVATE CONTRIBUTIONS. Any and all donations, contributions, or anything of value given to or received by HSHV as a result of any services performed in carrying out the provisions of the Agreement, shall be the exclusive property of HSHV, and COUNTY shall have no claim or interest therein.
- 2.18 CUSTOMER SERVICE. HSHV shall provide a high standard of customer service according to HSHV procedures that include having accessible hours of operation, and professional and caring services responsive to the needs of community pet owners and residents with respect to their Impounded Animals.

- 2.19 RECORDS. HSHV shall keep proper financial records will permit the COUNTY at all reasonable times to inspect COUNTY records maintained pursuant to this Agreement.
- 2.20 PERFORMANCE MEASURES. Provide on quarterly basis performance report on:
- Total number of mandated Impounded Animals served under the conditions of this Agreement and outcome (i.e. adoption, returned to owner, transfer, euthanasia), if completed, of that Impounded Animal
 - Total days of care provided
 - Total percent of Impounded Animals saved
 - Number of animal cruelty reports taken, investigated, prosecuted and/or other service provided (e.g. owner education, veterinary care)

3. COUNTY RESPONSIBILITIES

- 3.1 ANIMAL INFORMATION. The COUNTY shall provide all essential known information on seized and/or Impounded Animals to HSHV including location of animal when picked up, bite status, and any known details about owner or possible owner.
- 3.2 RABIES TESTING. Any animal humanely euthanized at HSHV that requires rabies specimen testing, under the direction and guidelines of the Washtenaw County Department of Public Health, will be transported by WCSO ACO's within 24 hours of its humane Euthanasia to the county designated processing facility.
- 3.3 PUBLIC INFORMATION. The COUNTY shall make all effort to inform residents that Impounded Animals are held at HSHV.
- 3.4 FERAL CAT PROGRAM. The COUNTY agrees to have ACOs or agents refer feral cat issues to HSHV's Trap, Neuter and Return Program for proper response and management.

ARTICLE II – TERM

The term of the Parties' Agreement shall be four (4) years from January 1, 2013 – December 31, 2016. Each calendar/contract year during the Term of the Agreement shall be referred to as "Contract YR 201__." For example, the first year of the Agreement shall be referred to as Contract YR 2013. The Agreement may be terminated earlier but only in conformance with Article XVIII.

ARTICLE III - COMPENSATION

The parties understand and agree that for the term of this contract, HSHV shall be paid a base amount by the County and additional funds by other local government entities which currently maintain their own animal control ordinances and employ HSHV to provide animal welfare services pursuant to their ordinances. While the County shall ultimately contract with these local governmental entities and sign separate contracts with each entity, HSHV agrees to assist County in negotiating each of these contracts.

The annual base amount to be paid HSHV on an annual basis shall never be less than \$500,000.00 ("Base Amount").

For contract year 2013, the County shall pay HSHV \$460,000.00, with anticipated contributions from the other local governmental entities described above of \$90,000.00, for a total payment to HSHV of \$550,000.00. If the local governmental entities do not contribute the anticipated amount according to their commitments, the County insures that it will pay HSHV \$550,000.00, less one-half of the amount originally promised by any local governmental entity, provided, however, the County is not obligated to pay more than \$500,000.00 from its own budgeted funds. The County will further insure that HSHV is not paid less than the Base Amount of \$500,000.00 for services rendered during 2013.

For contract years 2014, 2015, and 2016, the County shall continue to pay HSHV \$460,000.00 annually; provided, however, that should the anticipated funds from the other local governmental entities not total \$40,000.00 for any calendar year, the County will insure that the base amount of \$500,000.00 is paid to HSHV for that calendar year. For every dollar in excess of \$40,000.00/Contract YR contributed by all local governmental entities (not including the County), the HSHV shall receive the full amount of such payments from these municipalities in addition to the Base Amount. For example, in 2014, if the County receives annual total contributions from the local governmental entities in the amount of \$140,000.00, then HSHV shall be paid a total amount of not less than \$600,000.00 (Base Amount plus \$100,000.00)

.In addition, the base amount for contract years 2014, 2015, and 2016 shall be increased annually in an amount equal to the increase in taxable value for all properties within the County from the previous year. For example, if the taxable value for all properties in the County increases by 1% in 2014, the base amount to be paid HSHV in 2015 shall be \$505,000.00 (\$500,000.00 plus 1%, or \$5,000.00). The parties further agree that HSHV is entitled to keep any amounts contributed by the local governmental entities which exceed the base amount.

Upon completion of the above services and submission of invoices, the County will pay the HSHV the above-stated amounts in equal monthly installments beginning in January 2013.

ARTICLE IV - EXTRAORDINARY EVENT

In addition to the compensation listed in Article II, if HSHV faces an Extraordinary Event in performing its duties under this Contract, and such event is not covered by insurance, HSHV shall be entitled to recover from County up to 10% of its actual costs incurred as a result of the Extraordinary Event, less any amount recovered in restitution. For purposes of this

Contract, an "Extraordinary Event" shall be defined as a single event or a series of related events due to a single cause related to the services provided by HSHV to the County under the Contract which causes HSHV to incur unanticipated expenditures. (For example, paying for the boarding of a number of malnourished horses, which are the subject of a cruelty investigation, for several months.)

HSHV agrees to give the County actual written notice of an Extraordinary Event as soon as reasonably practicable to give the HSHV and County the opportunity to work on lessening the costs of the Extraordinary Event. If HSHV fails to give County such written notice within 10 days after the start of the Extraordinary Event, County shall have no responsibility to pay for any of the cost of the Extraordinary Event.

ARTICLE V – HSHV’S DENIAL OF SERVICES TO
A LOCAL GOVERNMENTAL ENTITY

The parties recognize that certain local governmental entities which currently maintain their own animal control ordinances receive the benefit of HSHV’s services but are not paying HSHV their pro rata share to provide these services. As stated more fully in Article III above, HSHV shall fully work with the County to negotiate separate individual contracts between the County and those entities to insure that they begin paying for their pro rata share of the actual costs incurred by HSHV in providing animal control services throughout the County. Beginning in 2013 and extending throughout the length of the Contract, County and HSHV shall engage these local governmental entities to contribute their pro rata share of using HSHV’s services to enforce their respective local animal control ordinances.

If HSHV determines that a local governmental entity will not pay for its pro rata portion of services provided to that entity by HSHV, then HSHV, in its sole discretion, shall have the right to cease providing services to that entity by providing thirty (30) days advance written notice to the County of its intent to discontinue service to that governmental entity ("Notice Period"). Upon receiving written notice from HSHV that it intends to cease providing its services to any local governmental entity, the County and HSHV shall meet as soon as practicable to determine how the termination affects the overhead/total costs incurred by HSHV under this Contract, as well as the amounts to be paid to HSHV. Any changes to the Contract resulting from these meetings shall be incorporated into this Contract by Amendment.

ARTICLE VI – REPORTING OF HSHV

Section 1 – The HSHV is to report to the Washtenaw County Administrator 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 HSHV must be dated and bear the HSHV’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 HSHV’s activities during the term of this contract.

Section 5 – When applicable, the HSHV will submit a final written report to the County Administrator.

Section 6 – After reasonable notice to the HSHV, the County may review any of the HSHV’s internal records, reports, or insurance policies.

ARTICLE VII – PERSONNEL

Section 1 – The HSHV will provide the required services and will not subcontract or assign the services without the County’s written approval.

Section 2 – The HSHV will not hire any County employee for any of the required services without the County’s written approval.

Section 3 – The parties agree that the HSHV is neither an employee nor an agent of the County for any purpose.

Section 4 – 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 subHSHV or offshore business interest either owned or affiliated with the HSHV. For purposes of this Contract, the term “offshore” refers to any area outside the contiguous United States, Alaska, or Hawaii.

ARTICLE VIII – INDEMNIFICATION AGREEMENT

To the extent permitted by Michigan law, the HSHV 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 HSHV’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 nonperformance of work in connection with this Contract resulting, in whole or in part, from negligent acts or omissions of HSHV, any sub-HSHV, or any employee, agent, or representative, including volunteers, of the HSHV or any sub-HSHV.

To the extent permitted by Michigan law, Washtenaw County will protect, defend, and indemnify the HSHV, 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 Washtenaw County’s own employees, and for loss or damage to any property, including property owned or in the care, custody, or control of the HSHV 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 Washtenaw County, any sub-HSHV, or any employee, agent, or representative of Washtenaw County.

ARTICLE IX – INSURANCE REQUIREMENTS

The HSHV 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 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 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.

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. HSHV shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by HSHV and their inadequate insurance coverage. HSHV 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 HSHV 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 HSHV expires or is canceled during the term of the Contract, services and related payments will be suspended. HSHV shall furnish the County Administrator's Office with 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 County Administrator, P.O. Box 8645, Ann Arbor, Michigan 48107 and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE X – COMPLIANCE WITH LAWS AND REGULATIONS

The HSHV will comply with all federal, state, and local regulations including, but not limited to, all applicable OSHA and MIOSHA requirements and the Americans With Disabilities Act.

ARTICLE XI – INTEREST OF HSHV AND COUNTY

The HSHV promises that it has no interest which would conflict with the performance of services by this Contract. The HSHV 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 XII – CONTINGENT FEES

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

ARTICLE XIII – EQUAL EMPLOYMENT OPPORTUNITY

The HSHV 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, or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The HSHV will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants 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 HSHV 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 HSHV 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, or political belief.

ARTICLE XIV – 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 County to pay their employees under that contract a minimum of either \$11.05 per hour with benefits or \$12.96 per hour without benefits. HSHV agrees to comply with this Ordinance in paying its employees. HSHV 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, 2012 and annually thereafter, which amount shall be automatically incorporated into this Contract. County agrees to give HSHV thirty (30) days written notice of such change. HSHV 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 XV – EQUAL ACCESS

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

ARTICLE XVI – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this Contract are subject to release under the Freedom of Information Act. None may be copyrighted by the HSHV. During the performance of the services, the HSHV 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 HSHV must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII – ASSIGNS AND SUCCESSORS

This Contract is binding on the County and the HSHV, their successors, and assigns. Neither the County nor the HSHV will assign or transfer its interest in this Contract without the written consent of the other.

ARTICLE XVIII – TERMINATION OF CONTRACT

Section 1 - Beginning on January 1, 2014, the Agreement may be terminated by either Party **without cause** by giving the other party written notice of its intent to terminate by no later than June 1st of the Contract YR. The Effective Date of termination shall be no earlier than December 31st at 11:59:59 p.m. of the Contract YR in which notice was provided. For example, if one of the parties intends to terminate the Agreement for Contract YR 2014, the terminating party shall provide written notice to the other party by June 1, 2014.

Section 2 - Beginning on January 1, 2015, either party may terminate this Agreement without cause by giving the other party nine (9) months' notice of its intent to terminate.

Section 3 - The Agreement may be terminated by either Party for cause if a party breaches a term of the Agreement and fails to cure the breach within thirty (30) days of becoming aware of such breach.

Section 4 - HSHV may terminate the Agreement if the County fails to make timely payment to HSHV as agreed to.

Section 5 - The HSHV may terminate certain services that it provides within the Agreement, without affecting the enforceability of the Agreement or the remaining terms of the Agreement as described in Article V.

ARTICLE XIX – PAYROLL TAXES

The HSHV 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 XX – PRACTICE AND ETHICS

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

ARTICLE XXI – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the HSHV 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 XXIV – ELECTRONIC SIGNATURES

All parties to this Contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

(signatures of following page)

ATTESTED TO:

WASHTENAW COUNTY

By: Lawrence Kestenbaum 3/29/13
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: Verna J. McDaniel 3/25/13
Verna J. McDaniel (DATE)
County Administrator

HSHV

APPROVED AS TO CONTENT:

By: Tanya Hilgendorf 3/21/13
Tanya Hilgendorf (DATE)
Executive Director HSHV

By: Jerry L. Clayton
Jerry L. Clayton (DATE)
County Sheriff

APPROVED AS TO FORM:

By: Curtis N. Hedger 3-25-13
Curtis N. Hedger (DATE)
Office of Corporation Counsel