MEMORANDUM

City Clerk's Office

DATE: **June 12, 2015**

TO: **Joseph A. Valentine, City Manager**

FROM: **Laura M. Pierce, City Clerk**

SUBJECT: **Deaf & Hearing Impaired Services Inc.**

Deaf & Hearing Impaired Services, Inc. provides services for residents of Birmingham which include hearing screenings, sign language classes, and individual client assistance. The organization provides invoices the City quarterly which details the services provided.

Deaf & Hearing Impaired Services, Inc. has completed the agreement including Attachment A, which provides a description of the services to be provided and the direct benefit of their services to the City. The budget for 2015-2016 includes an amount of $2,400.00 for these services. This represents a $30.00 increase from the previous budget year. The increase was requested to cover their mileage reimbursement.

SUGGESTED RESOLUTION:
To approve the service agreement with Deaf & Hearing Impaired, Inc. in the amount of $2,400.00 for services described in Attachment A of the agreement for fiscal year 2014-2015, account number 101-215.000-811-0000. Further, directing the Mayor and City Clerk to sign the agreement on behalf of the City.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2015 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and Deaf & Hrg. Imp. Svcs., Inc., whose address is 25882 Orchard Lk. Rd. Ste 100 Farmington Hills, MI 48336 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.

2. The CITY shall pay a total of $2,400 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

7. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

8. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by SERVICE PROVIDER without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be void and of no effect.

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, or applicant for 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 or marital status. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE

PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY against any and all claims, demands, suits, or loss, including all costs connected therewith, including reasonable attorney fees, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance: SERVICE PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence for combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability

Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: SERVICE PROVIDER shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $ 1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.

E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.

F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, as listed below.

1. Two (2) copies of Certificate of Insurance for Workers' Compensation;

2. Two (2) copies of Certificate of Insurance for Commercial General Liability;

3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4. If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

12. If, after the effective date of this Agreement, any official of the CITY or spouse, child, parent or in-law, of such official or employee shall become directly or indirectly interested in this Agreement, or the affairs of SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

13. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. This Agreement shall be governed by the laws of the State of Michigan and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as

specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

THE CITY OF BIRMINGHAM

By: _____
Stuart Lee Sherman, Mayor

By: _____
Laura M. Pierce, City Clerk

Deaf & Hearing Impaired Services, Inc.
[SERVICE PROVIDER]

By: Linda M. Booth

Its: President

APPROVED:

_____
Joseph A. Valentine, City Manager
(Approved as to substance)

Laura M Pierce
_____
Laura M. Pierce, City Clerk
(Approved as to substance)

_____
Timothy J. Currier, City Attorney
(Approved as to form)

_____
Mark Gerber, Director of Finance
(Approved as to financial obligation)

ATTACHMENT A

I. Funding Request: $2,400

II. Amount of Funding Previously Received from the City of Birmingham: $2,370

III. Organization's Purpose of Mission with Emphasis on how the Organization serves the City:

Mission: Deaf & hearing Impaired Services, Inc.'s mission is to provide the highest quality of comprehensive services for Deaf and hard of hearing older adults and their families in southeast Michigan – linking their talent to the Deaf youth population through mentoring programs that enhance language and living skills- while promoting their independence and dignity through cooperative effort with other community based services.

Benefits: Deaf older adults and their families benefit from group education programs and individual client assistance, provided in American Sign Language, by the interpreters of Deaf & Hearing Impaired Services, Inc. Staff of DHIS are fluent in American Sign Language and its contractors are all state or national certified interpreters in accordance with State Law and Federal Americans With Disabilities Act mandate. Birmingham residents, who are Deaf, are able to have equal access to DHIS programs and services. Additionally, Birmingham residents benefit from the sign language classes that DHIS provides so that they may communicate with their Deaf family member. Hard of hearing Birmingham residents benefit from the Hearing screenings that are provided at no cost. Hearing aid maintenance and information and referral for follow up is also provided.

The City of Birmingham Commissioners to the interpreting services of Deaf & Hearing Impaired Services, Inc. as DHIS provides Sign Language Interpreters for public meetings at no cost to the city, upon request.

IV Date(s) of Service: Services are provided weekly on Thursdays and other days for special events

V. Description of Services to be Provided (Scope of Work): Staff of Deaf & Hearing Impaired Services, Inc. provide Sign Language Classes, Hearing Screenings, Group Education Programs,

Hearing loss for DATA (discussion, awareness and technological assistance, Individual client assistance, socialization opportunities, day trips so that the Deaf may have equal access to and enjoy public services and public accommodations. DHIS staff provide Community education and trainings to city personnel upon request. Trainings include but are not limited to: Tips to communicate with a hard of hearing residents/Deaf residents; how to stay compliant with state and federal laws; tty review of usage; videophone usage. Upon request by the City of Birmingham, Sign Language Interpreters are provided for public meetings

VI. Describe Direct Benefit of Services to Birmingham Residents: DHIS provides Hearing Loss Awareness Educational presentations so residents are aware of how to protect their hearing. Causes of hearing loss, hearing aid scams etc. Deaf residents have access to community based services through the provision of DHIS state/national certified interpreters. Sign language classes are benefit to family members who have hearing loss. DHIS provides trainings are provided to city personnel and interpreting for council meetings at no cost to the City of Birmingham in compliance with ADA.