

SAMPLE.

NOT INTENDED FOR USE.

GENERAL CONTRACT TERMS FOR COMMUNITY PRIORITY FUND CONTRACTS

- You will be required to submit monthly financial reports and quarterly program reports.
- The State and Local Fiscal Recovery Funds and the American Rescue Plan Act have specific reporting requirements. Such requirements will be included in the contract.
- You may not subcontract out the work performed under the contract without County approval.
- You may not hire County employees without County approval.
- All work performed under the agreement must be completed in the United States.
- You are not a County employee – you will be considered an independent contractor.
- You will be required to indemnify the County. Indemnification means that you will be responsible for the County's financial losses or damages as a result of your negligent/reckless actions taken in relation to the contract. This shifts liability from the County to you.
- You are required to carry insurance: 1) Worker's Compensation with a minimum of \$100,000 for each accident of any employee; 2) Commercial General Liability with a combined single limit of \$1,000,000 for each occurrence for bodily injury and protection (the County must be added as an additional insured); 3) Automobile Liability covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance provisions to comply with Michigan's No Fault Insurance Law, including a residual liability insurance with a minimum combined single limit of \$1,000,000 for each accident for bodily injury and property damage (the County must be added as an additional insured for contracts that involve transportation services). You will need certificates of insurance proving your levels of insurance and demonstrating that the County is an additional insured where required. Insurance may be waived in under certain circumstances as determined by the County.
- You must comply with all federal, state and local laws and regulations. In particular, you must comply with OSHA/MIOSHA and ADA requirements.
- You must maintain your 501c3 status and all other necessary licenses and registrations.
- You represent that you do not have a conflict of interest with the County.
- You must follow the County's Living Wage Ordinance and pay your employees a minimum of \$14.05 per hour (with benefits) or \$15.66 per hour (without benefits). This amount increases each year on April 30, 2022.
- You must post notices in your workplace about compliance with anti-discrimination laws.
- You may not assign/transfer your interest in the contract to another party.
- Either you or the County may terminate the contract by providing 30 days written notice.
- You are responsible for all state and federal payroll and benefit taxes for your employees.
- All changes to the contract must be in writing and agreed to by you and the County.
- The contract is governed by the laws of Michigan.

Note – this list is not comprehensive, and terms may be added or removed to the final contract. The above language is not to be relied upon for determining rights and responsibilities. Rather, the above language is only intended to serve as a summary of terms that are likely to be in the final contract. Please rely on the final contract in understanding your ultimate legal rights and responsibilities.