

**GOVERNMENT SERVICES CONSULTING AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN MARILYN LANE AND THE OFFICE OF THE MACOMB
COUNTY EXECUTIVE**

This Government Consulting Services Agreement is entered into on this 2nd day of January 2018, between the *Office of the Macomb County Executive* (hereinafter: OCE), 1 South Main Street, 8th Floor, Mount Clemens, Michigan, 48043, and *Marilyn Lane* (hereinafter: Contractor).

RECITALS

WHEREAS, the OCE recognizes that Marilyn Lane is possessed of specialized education, training, experience, and skills the use of which are of particular benefit to the OCE, and;

WHEREAS, the OCE desires to engage the services of Marilyn Lane for the benefit of the Macomb County Executive, and;

WHEREAS, Marilyn Lane desires to provide said services to the OCE.

AGREEMENT

NOW, THEREFORE, to establish and define the rights, obligations, and liabilities between the parties, it is agreed as follows:

SECTION I- SERVICES

The scope of the work to be performed by the Contractor shall include:

1.1 Advocate and manage on behalf of Macomb County, through the OCE, matters involving federal, state, and/or regional strategies, issues, and affairs in which Macomb County may have a public policy or economic interest, or which may impact the County regardless of detrimentally or beneficially.

1.2 Participate and/or accept membership assignments on committees whose purpose or functions concern federal, state, and/or regional strategies, issues, and affairs in which Macomb County may have a public policy or economic interest, or which may impact the County regardless of whether detrimentally or beneficially.

1.3 Maintain regular, periodic communications with the County Executive regarding federal, state, and regional strategies, issues, and affairs in which Macomb County may have a public policy or economic interest, or which may impact the County regardless of whether detrimentally or beneficially.

1.4 Meet on an appointment basis with the County Executive or designated staff regarding federal, state, and regional strategies, issues, and affairs in which Macomb County may have a public policy or economic interest, or which may impact the County regardless of whether detrimentally or beneficially.

1.5 Provide transcripts of speeches and/or presentations made, and copies of presentation materials distributed on behalf of Macomb County.

1.6 Coordinate with regional, state, and federal advocacy representatives acting on behalf of Macomb County.

1.7 Alert the County Executive and appropriate legal representative(s) regarding any assignment-related legal issues of concern to Macomb County.

1.8 Work with County Executive Staff regarding communications issues involving both internal and external electronic, broadcast, and print media channels and mechanisms.

SECTION II- RELATIONSHIP

2.1 The Contractor's relationship to the OCE shall be that of an independent contractor and nothing in this Agreement shall be construed or interpreted as creating, interfering, or implying an employment relationship between the Contractor and either the OCE or the County of Macomb.

2.2 The parties further expressly acknowledge and agree that the Contractor is and shall be deemed independent for all purposes including, but not limited to, participation in healthcare coverage, payroll taxes, worker's compensation, unemployment compensation, participation in deferred compensation, retirement, and retiree healthcare programs, and fringe benefits or any type or kind.

2.3 The Contractor further expressly acknowledges and agrees under the terms of this agreement she enjoys no employer/employee or employment predicate for the purposes of any matter of employment discrimination action, including, but not limited to, those which may arise under Michigan's Elliot-Larsen Civil Rights Act and/or Title VII of 42 USC 2000e.

SECTION III- COMMENCEMENT, TERM, EXTENSION, AND TERMINATION

3.1 This Agreement shall commence and be effective binding upon the parties as of January 2, 2018.

3.2 This agreement may be terminated by either party, provided that such termination is memorialized in writing and delivered to the other party with a minimum of 60 (sixty) days notice. Said writing can be by any reasonable means, including, but not limited to, written correspondence, email, or fax.

SECTION IV- FEES AND COMPENSATION

4.1 In consideration for the services as detailed in this Agreement, the Contractor shall receive, and the OCE shall pay, a flat fee in the sum of \$6,675.00 (six thousand, six hundred and seventy five dollars as zero cents) per month. Payment shall be made during the month following the month in which the services are provided, in accordance with the County's vendor payment schedule.

4.2 At any time if the OCE wishes for the Contractor to attend any event that includes or requires a fee, the Contractor and the OCE explicitly acknowledge that any and all such fees shall be the sole and exclusive responsibility of the OCE.

SECTION V- CONFIDENTIALITY

5.1 The Contractor expressly acknowledges and agrees that the services she performs and all related communications, whether written or otherwise, shall be considered as privileged and confidential unless or until such privilege and/or confidentiality is waived by the OCE. In this regard, such waiver may be general or limited in scope, and may be oral and need not be reduced to writing.

SECTION VI- CONFLICTS OF INTEREST

6.1 The Contractor shall be free to pursue and participate in other professional employment or engagements so long as such employment or engagements do not conflict with the interest of Macomb County and the OCE.

SECTION VII- REPRESENTATIONS AND WARRANTIES

7.1 The OCE represents and warrants that the Home Rule Charter of Macomb County sets forth the powers and duties of the Executive and his staff, and the Executive or his designee is possessed with the authority to enter into this Agreement.

7.2 The Contractor represents and warrants that she shall devote that professional time, attention, and energy necessary to provide the services as detailed in this Agreement, and that she is possessed of the legal capacity to enter into this Agreement.

SECTION VIII- MODIFICATION AND WAIVER

8.1 The parties expressly acknowledge and agree that this Agreement shall not be modified in any matter absent a written agreement to do so, executed by both parties.

8.2 The parties expressly acknowledge and agree that any failure to enforce or otherwise demand strict compliance with any term of this Agreement by either party shall not be construed as a waiver of any right to enforce or otherwise demand strict compliance with that, or any other term provided herein.

8.3 The parties expressly acknowledge and agree that any failure to enforce or otherwise demand strict compliance with any term of this Agreement by either party shall not be construed as a waiver of any right to enforce or otherwise demand strict compliance with that, or any other term provided herein.

SECTION IX- CHOICE OF LAW

9.1 The parties expressly acknowledge and agree that this Agreement shall be governed and interpreted under laws of the State of Michigan, and any action commenced to resolve any or all disputes arising hereunder shall be brought in a Michigan court of competent jurisdiction.

SECTION X- SUPERSEDING AGREEMENT

10.1 The parties expressly acknowledge and agree that this Agreement supersedes all prior promises, agreements, representations, and understandings between the parties, whether written or otherwise.

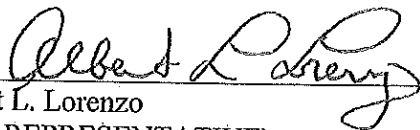
10.2 The parties further acknowledge and agree that entering into this Agreement each party has relied upon his, her, or its own best judgment without any due influence or inducement from the other or from any third party.

SECTION XI- SEVERABILITY

11.1 The parties expressly acknowledge and agree that in the event any section, portion, or term of this Agreement are determined to be contrary to law or otherwise unenforceable, such section or term shall have no impact or effect on the validity or enforceability of any other section or term of this Agreement.

SECTION XII- NON-ASSIGNABILITY

12.1 This Agreement shall be considered personal to the parties hereto and shall not be transferable or assignable to any other party by operation of law or otherwise.



Albert L. Lorenzo
(OCE REPRESENTATIVE)
OFFICE OF THE COUNTY EXECUTIVE

Dated 1/2/18



Marilyn Lane
CONTRACTOR

Dated 1/2/18



Mark A. Hackel
County Executive

COUNTY OF MACOMB VENDOR DISCLOSURE FORM

The Macomb County ethics ordinance requires vendors of the County to complete and file a disclosure statement, the purpose of which is to disclose any financial relationships or other conflicts of interest that may exist between vendors and employees or elected officials (or their appointees) of the County. Once filed, the disclosure form does not need to be updated unless there is a change in circumstance that would cause the answer to any of the questions to change, at which time an amended disclosure form must be filed. Filing of the disclosure form is considered a condition of payment.

Vendor Name: <u>MARILYN LANE</u>		Vendor Number (If Known):	
Street Address: <u>16558 Woodlane</u>		Vendor Phone Number: <u>586-484-1636</u>	
City: <u>FRASER</u>	State: <u>MI</u>	Zip Code: <u>48026</u>	

1. Does the vendor currently employ a relative of any employee, elected official or appointee of an elected official of Macomb County? Relative is defined as husband or wife, father or mother, son or daughter, brother or sister, uncle or aunt, first cousin, nephew or niece, great uncle or great aunt, grandfather or grandmother, grandson or granddaughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, the parents or grandparents of the individual's fiancée.

YES

NO

If yes, please answer the following:

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

2. Does any employee or elected official of Macomb County have an interest in the vendor organization in any capacity, either compensated or non-compensated:

YES

NO

If yes, please answer the following:

director

officer

partner

trustee

member

employee

contractor

beneficiary

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

D. Position/Title with Vendor: _____

County of Macomb
Vendor Disclosure Form

3. Does any current employee or elected official of Macomb County have legal or beneficial ownership of 10% or more of the outstanding stock of the vendor organization?

YES

NO

If yes, please answer the following:

A. Name of County employee or elected official (or appointee): _____

B. County Position/Title: _____

C. County Department or Agency: _____

D. % of Ownership of Vendor Organization: _____

4. In the last five calendar years, has the vendor failed to perform or otherwise deliver on the terms of a contract or agreement with Macomb County, or any other public entity, including suspensions or debarments?

YES

NO

If yes, please provide further explanation:

I hereby certify that the information included on this form is complete, true and accurate to the best of my knowledge and belief. I understand that either myself or the organization to which this form applies may be subject to sanctions and/or penalties as set forth in the ethics ordinance if any information has been falsified or omitted.

Marilva Lane
Name (Please Print)

Title

Marilva Lane
Signature

1/2/18
Date

PLEASE RETURN THE COMPLETED FORM TO:

Macomb County Finance Department
ATTN: Vendor Disclosure
120 North Main, 2nd Floor
Mount Clemens, MI 48043