



## CITY OF GROSSE POINTE WOODS

### MEMORANDUM

Date: October 3, 2022  
To: Mayor and City Council  
From: Frank Schulte *F.S.*  
CC: Shawn Murphy, Deputy Treasurer/Comptroller  
Beth Miro, Municipal Court Clerk  
Honorable Judge Theodore Metry  
Subject: MIDC Grant Agreement FY 2022-2023

The Michigan Indigent Defense Council (MIDC) is the regulatory body in charge of funding the public defender system within Michigan. The city's authorized annual FY budget for the grant period is October 1, 2022 through September 30, 2023 is the following:

#### GRANT PERIOD

October 1, 2022 – September 30, 2023

#### TOTAL AUTHORIZED BUDGET

	<b>\$55,920.00</b>
FY 2022-2023 State Grant Contribution	\$ 52,744.51
FY 2022-2023 Local Share Contribution	\$ 3,175.49

Attached is the *Grant Between the State of Michigan – Michigan Indigent Defense Commission (MIDC) Department of Licensing and Regulatory Affairs (LARA) and City of Grosse Pointe Woods*, which the city is required to sign, committing to the local share contribution listed above (\$3,175.49) for FY 2022-2023. Please note that unexpended FY 2021-2022 funds will be applied against the FY 2022-2023 grant amount.

The city budgeted \$3,120.00 as the required local match for FY 2022-2023. The city's required local match is \$3,175.49 for FY 2022-2023 which will require a budget amendment of \$55.49.

I am requesting a budget amendment from Prior Year Reserve, account 101-000-699.000 to Transfer in General Fund, account 275-000-699.101 in the amount of \$55.49.

Attached is a copy of the agreement to be submitted to council for recommendation for approval authorizing the City Administrator to sign.

Fund Certification: Account numbers and amounts have been verified.

*Shawn Murphy*  
Shawn Murphy, Treasurer/Comptroller

*10-14-22*  
Date

# CITY OF GROSSE POINTE WOODS

## INDIGENT DEFENSE

### INDEPENDENT CONTRACTOR AGREEMENT FOR THE MANAGED ASSIGNED COUNSEL COORDINATOR SERVING THE 32<sup>F</sup> MUNICIPAL COURT

This Agreement is made on the date as set forth by the undersigned and between the CITY OF GROSSE POINTE WOODS, whose address is 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236, hereinafter referred to as the "City" and Michael P. Kavanaugh, the Managed Assigned Counsel Coordinator, whose address is 17200 E. 10 Mile Rd., Ste. 100, Eastpointe, MI 48021, hereinafter referred to as "Managed Assigned Counsel Coordinator," or "MACC."

1. **Services to be Performed** - The Managed Assigned Counsel Coordinator agrees to administer the City's indigent criminal defense programs - See Exhibit A for Managed Assigned Counsel Administrator Scope of Services. The MACC shall permit the City to have full access to records thereto during the progress of the services being performed. All questions which may arise concerning the quality and acceptability of work, manner of performance and rate of progress of the work shall be decided by the City.
  
2. **Payment** - In consideration for the services to be performed by the MACC, the City agrees to payment terms at the hourly rate of \$100/hour, on a monthly basis and not to exceed \$15,000.00 annually, based on the State Fiscal Year beginning October 1st and ending September 30th, unless the instant contract is earlier terminated.

The MACC shall be paid within thirty (30) days after he submits a monthly invoice to City of Grosse Pointe Woods. The invoice must include an invoice number, dates covered by the invoice, and a summary of the work performed including actual hours worked.

3. **Expenses** – The MACC shall be responsible for all expenses incurred while performing services under this Agreement, including but not limited to, automobile, truck or other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; fuel; phone; and any other compensation paid to employees or subcontractors.
  
4. **Vehicle and Equipment** – The MACC will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. MACC will not require the City to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. **Independent Contractor Status** – The MACC is an independent contractor and neither the MACC nor the MACC’s employees or subcontractors, if any, shall be deemed City employees. In his capacity as independent contractor, the MACC agrees as follows:
- a) This agreement with the City is not exclusive, and the MACC has the right to perform services for others during the term of this Agreement, provided such service does not impair or delay his ability to perform obligations to the City under this Agreement.
  - b) The MACC has the right to control and direct the means, manner and method by which the services required by this Agreement will be performed, provided such services under this Agreement are timely and compliant with all laws, Michigan Court Rules, and Michigan Indigent Defense Commission Standards.
  - c) The MACC, upon notice and approval by the City, has the right to have assistants as subcontractors or to use employees to provide the services required by this Agreement provided that such subcontractors and/or employees are properly licensed and/or qualified to perform the services outlined in this agreement (see paragraph 1).
  - d) Neither the MACC nor the MACC’s employees or subcontractors shall be required to wear any uniforms provided by the City.
  - e) The services required by this Agreement shall be performed by the MACC, MACC’s employees or subcontractors and the City shall not hire, supervise or pay any of the MACC’s employees or subcontractors for services under this Agreement. (Subject to 5c above).
  - f) Neither the MACC nor the MACC’s employees or subcontractors shall receive training from the City in the professional skills necessary to perform the services required by this Agreement.
  - g) Neither the MACC nor the MACC’s employees or subcontractors shall be required by the City to devote full time to the performance of the services required by this Agreement. However, the MACC agrees that the services provided under this Agreement will be performed in a timely and professional manner.
  - h) This Agreement does not apply to any work or job performed by the MACC, the MACC’s employees or subcontractors for any other governmental entity, corporation, partnership, business venture or self-employment opportunity and

shall not be construed as any partnership or joint venture, but instead is merely a contract for services rendered to the City.

6. **Business Licenses, Permits, and Certificates** – The MACC represents and warrants that he and his employees and subcontractors, if any, will comply with all federal, state, and local laws requiring driver's and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement. The MACC must maintain membership at all times with the State Bar of Michigan as an active attorney and shall solely be responsible for the payment of his dues as an active attorney. In the event that the MACC shall no longer be an active member of the State Bar of Michigan by becoming an inactive or emeritus member, or if the MACC's license to practice law is revoked or disbarred, this Agreement shall immediately terminate. In the event that the MACC's license to practice law becomes suspended, for any reason other than for the failure to pay membership dues on a timely basis, any sums due and owing to the MACC for services rendered shall be withheld until such time as confirmation of the reinstatement of the license to practice law is provided to the City Administrator.
7. **State and Federal Income Taxes** – The City will not withhold FICA (Social Security and Medicare taxes) from the MACC's payments or make FICA payments on the MACC's behalf or on behalf of the MACC's employees or subcontractors, or make state or federal unemployment compensation contributions on the MACC's behalf or on behalf of the MACC's employees or subcontractors, or withhold state or federal income tax from the MACC's payments on the MACC's behalf or on behalf of the MACC's employees or subcontractors.
8. **Fringe Benefits** – The MACC understands that neither the MACC's nor MACC's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.
9. **Unemployment Compensation** – The City shall make no state or federal unemployment compensation payments on behalf of MACC or MACC's employees or subcontractors, if any. Neither MACC, nor MACC's employees or subcontractors, if any, will be entitled to these benefits in connection with work performed under this Agreement.
10. **Workers' Compensation** – The City shall not obtain workers' compensation insurance on behalf of the MACC or the MACC's employees or subcontractors, if any. If the MACC hires employees to perform any work under this Agreement pursuant to approval by the City, the MACC will be solely responsible for any workers' compensation insurance to the extent required by law and the MACC will provide the City of Grosse Pointe Woods with a certificate of workers' compensation insurance before the employees begin the work. Similarly, if the MACC hires

subcontractors to perform any work under this Agreement subject to approval by the City, the MACC will ensure the subcontractors have workers' compensation insurance to the extent required by law.

11. **Insurance** – The City shall not provide insurance coverage of any kind for MACC, MACC's employees or approved subcontractors. The MACC further agrees that it shall not commence work under this contract until it has obtained insurance required under this contract (Exhibit B) and the MACC agrees that such insurance shall remain in full force and effect during the entire life of this contract. All coverage shall be with insurance companies licensed and conducting business in the State of Michigan and acceptable to the City of Grosse Pointe Woods. The insurance requirements listed in attached Exhibit B should not be interpreted to limit the liability of the MACC. All deductibles are the responsibility of the MACC.

The policies and coverages as required in Exhibit B, excluding Workers' Compensation Insurance, if applicable, shall include an endorsement stating the following: Additional Insured: The City of Grosse Pointe Woods, all elected and appointed officers, all employees, volunteers and agents. It is understood and agreed by having the City and previously listed individuals as additional insured, coverage afforded is considered primary and any other insurance the City and previously listed individuals may have in effect shall be considered secondary and/or excess.

Before commencing any work, the MACC shall provide the City with proof of all insurance required in Exhibit B. Additionally, before any approved subcontractor commences work, the MACC shall provide the City with proof of the above referenced subcontractor's insurance.

12. **Indemnification** –
  - a) The MACC agrees to defend and hold harmless the City of Grosse Pointe Woods and its agents and employees against and from liabilities, obligations, claims, costs, and expenses (including without limitation, fees and expenses of attorneys and court costs) which may be imposed upon, incurred by or asserted against the City of Grosse Pointe Woods, its agents and/or employees, as a result of, and to the extent of, the MACC's and/or its employees', personnel's, or agents' negligent professional act, error or omission in the performance of the Services hereunder or breach of this Contract, or any claim for any infringement upon any patent, copyright, trade secret, or trademark resulting from the performance of the Services.

In the event that any action or proceeding arising out of such liabilities, obligations, and claims as set forth in 12a (above) shall be brought against the City of Grosse Pointe Woods, or its agents, officers or employees, by reason of any claim covered

hereunder, the MACC will, at its sole cost and expense, resist or defend the same.

- b) These indemnification provisions shall survive the expiration or termination of this Contract.
13. **Compliance with Laws** – In the performance of this Contract, the MACC shall comply with all applicable laws, regulations, Michigan Indigent Defense Standards, ordinances, and codes whether or not such laws, regulations, ordinances and codes are specifically mentioned herein, and the MACC shall hold the City harmless with respect to any claim or liability arising from any violation of the same by the MACC, his subcontractors, and employees, if any.
14. **Modifying the Agreement** – This Agreement may not be modified except by amendment reduced to writing and signed by the City and the MACC.
15. **Term of Agreement** – This Agreement will become effective as of the date this Agreement is signed by both parties and shall end on September 30, 2023.
16. **Termination** – The City shall be entitled to terminate the Agreement if the MACC is in default under this Agreement. The City shall issue to MACC a Notice of Default within a timely manner of such breach of this Agreement. Said default would occur if the MACC fails to comply with any provision of this Agreement or commits misfeasance, malfeasance, or nonfeasance in their performance of the duties under this Agreement. Upon receipt of the Notice of Default, the MACC shall have fifteen (15) days to cure the breach. If the breach is not cured within fifteen (15) days, the City shall be entitled to terminate this Agreement immediately thereafter. Should termination occur, the City shall be obligated to compensate the MACC for services already earned under this Agreement.
- Other than as provided above, both parties shall be entitled to terminate this Agreement if either party gives the other party sixty (60) days written notice in the event they desire to terminate this Agreement.
17. **Termination Due to Lack of State of Michigan Appropriated Funding** – The MACC agrees and understands that the termination of State of Michigan funding shall result in the termination and cancellation of the existing contract.
18. **Third Party Beneficiaries** – There are no third party beneficiaries to this Agreement, and nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole

and exclusive benefit of the parties named.

19. **Binding Effect** – This agreement shall become effective when signed by all parties and shall be binding on the parties, their successors and assigns.
20. **Entire Agreement** – This Agreement sets forth the entire understanding between the MACC and the City with respect to the subject matter of this Agreement, and supersedes any other undertakings and agreements, whether oral or in writing, previously entered into by them with respect to the MACC’s duties. MACC represents that, in executing this Agreement, the MACC does not rely on and has not relied upon any representation or statement not set forth in this Agreement made by the City with regard to the subject matter or effect of this Agreement or otherwise.
21. **Waiver** – The City's failure to exercise, or delay in exercising, any power or right under this Agreement, with the exception of the provisions set out in Section 15. Termination shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.
22. **Severability of Provisions** – Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unreasonable, the parties agree that this Agreement shall be enforced to the extent it is deemed to be reasonable with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected, the balance being construed as severable and independent.
23. **No Assignment** – Neither party may assign this Agreement without the prior written consent of the other party.
24. **Section Headings** – Section headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
25. **Governing Law** – This Agreement shall be governed by the laws of the State of Michigan.
26. **Notice** – All written notices pursuant to this Agreement shall be provided to the parties as follows:

The City:  
Treasurer/Controller  
20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236

Managed Assigned Counsel Coordinator:  
Michael P. Kavanaugh 17200 E. 10 Mile Rd.  
Ste. 100  
Eastpointe, MI 48021

**City of Grosse Pointe Woods:**

\_\_\_\_\_  
By: Frank Schulte  
City Administrator

\_\_\_\_\_  
DATE

\_\_\_\_\_  
By: Michael P. Kavanaugh  
Mihelich & Kavanaugh, PLC

\_\_\_\_\_  
DATE



# EXHIBIT A

## 1. Purpose

The City of Grosse Pointe Woods is hiring for the role of Managed Assigned Counsel Coordinator for indigent defense cases at the 32F Municipal Court. Under direction of the City Administrator, the selected person will be responsible for all administrative tasks associated with continuing compliance requirements as promulgated by the Michigan Indigent Defense Commission.

The respondent will be expected to enter into a contract with and provide proof of insurance acceptable to the City of Grosse Pointe Woods. The contract will be for a one-year period with options to renew for up to 3 additional one-year periods dependent on funding from the MIDC.

## 2. Background Information

In 2013, the State of Michigan adopted the Michigan Indigent Defense Commission Act (PA 93 of 2013). Among other things, the Act established a commission (MIDC) to develop and adopt standards for the provision of defense services to indigent defendants. The funding units of the various district and circuit courts are charged with implementing the new standards. The City of Grosse Pointe Woods is the funding unit of the 32F Municipal Court.

In May 2017, the MIDC approved the first four standards related to the provision of indigent defense as follows:

- Standard 1 - Education and Training for Defense Counsel
- Standard 2 - Initial Interview
- Standard 3 - Investigation and Experts
- Standard 4 - Counsel at First Appearance and Other Critical Stages

Funding units were given 180 days after receiving funds from the MIDC to attain compliance with the minimum standards established by the MIDC.

In October 2020, LARA approved the fifth standard as follows:

- Standard 5 - Independence from the Judiciary

Funding units were given 180 days from the date of the signed order to submit compliance plans to the MIDC pursuant to MCL 780.993(3).

### 3. Scope of Work

To comply with the above standards, the City has proposed to utilize a managed assigned counsel coordinator (MACC) service model. This model utilizes a lead attorney to coordinate the provision of services. As provided in further detail below, the MACC's responsibilities would include:

#### Attorney Management

- Recruiting and maintaining a list of attorneys that meet the minimum qualifications, including training requirements, to provide indigent defense for the 32F Municipal Court.
- Ensure that court appointed attorneys meet MIDC minimum qualifications and adhere to training requirements.
- Schedule all attorneys to provide coverage for in-custody, scheduled and walk-in arraignments and all misdemeanor cases on the judges' dockets.
- On a weekly basis, the MACC shall provide to the 32F Municipal Court a schedule of all attorneys scheduled to be in attendance during that week.
- Ensure that attorneys represent defendants for arraignment dockets as needed and/or to fill in for absent attorneys.
- Track initial interviews between court appointed attorneys and in-custody and out-of-custody defendants.
- Monitor assigned cases and evaluate performance of assigned attorneys.
- Prepare MIDC quarterly compliance reports utilizing existing templates and spreadsheets.
- Review and approve requests for expert witnesses and investigators for reasonableness and necessity.
- Review and approve payment vouchers from attorneys, expert witnesses and investigators.
- Perform other MIDC-related tasks as needed.

Arraignments- The 32F Municipal Court provides in-custody arraignments, as well as walk-in and scheduled arraignments on court days.

*In-Custody Arraignments* - Defendants participate in arraignments via Polycom; attorneys will be present in court to participate. Arraignment attorneys are required to meet with each defendant prior to proceedings. A mobile Polycom unit is provided at the court for this purpose.

*Scheduled and Walk-in Arraignments* - Attorneys will be present with defendants in court. Arraignment attorneys are required to meet with each defendant prior to proceedings.

Indigent Defense Case Management- The MACC will be responsible for assigning cases to attorneys, post-arraignment, and ensuring adequate representation for defendants.

**Initial Interviews** - The purpose of the initial interview is to: (1) establish the best possible relationship with the indigent client; (2) review charges; (3) determine whether a motion for pretrial release is appropriate; (4) determine the need to start-up any immediate investigations;

(5) determine any immediate mental or physical health needs or need for foreign language interpreter assistance; and (6) advise that clients should not discuss the circumstances of the arrest or allegations with cellmates, law enforcement, family or anybody else without counsel present.

*In-Custody* - Assigned attorneys are responsible for meeting with in-custody defendants within three business days of appointment.

*Out-of Custody* - The MIDC recognizes that counsel cannot ensure communication prior to court with an out of custody indigent client. For out of custody clients the standard instead requires the attorney to notify clients of the need for a prompt interview. Assigned attorneys must initiate contact with out-of- custody defendants within three business days of appointment.

**Representation** - Assigned attorneys are responsible for representing defendants at pre-trial proceedings, during plea negotiations, and at other critical stages, whether in court or out of court.

**Experts and Investigators** - Attorneys are responsible for submitting requests for experts and investigators to the MACC for review and approval.

The MACC shall be responsible for monitoring adherence to compliance standards and performance of assigned attorneys, making corrections as necessary.

Administrative Duties - The MACC will be responsible for completing administrative duties related to the ongoing operation of Indigent Defense.

**Recruitment and Scheduling of Attorneys** - The MACC is responsible for maintaining a list of selected attorneys to provide indigent defense and for ensuring those attorneys meet the minimum requirements for providing indigent defense. The MACC shall create and manage a schedule for arraignment attorneys and maintain records of each attorney's qualifications. The MACC shall track and assign attorneys to cases wherein there is a request for attorney in any proceeding following arraignment and shall assign an attorney to each case.

**Reporting** - The MACC shall be responsible for tracking, compiling, and reporting necessary compliance data in accordance with MIDC requirements on a quarterly basis. The content of the quarterly reports is subject to change based upon requirements from the MIDC, the State of Michigan, LARA and the City of Grosse Pointe Woods. Complete copies of each report shall be forwarded to the City Administrator of Grosse Pointe Woods within 3 business days of the submission of the report(s) to MIDC.

**Other Administrative Duties** - The MACC shall be responsible for reviewing and approving vouchers/invoices for payment to assigned attorneys, experts, and investigators. Approved vouchers shall be timely submitted to the City for processing. Other administrative duties as may be necessary to operate the indigent defense system.

4. **Required Minimum Qualifications**: The Managed Assigned Counsel Coordinator (MACC) must have the following qualifications:

- Juris Doctorate degree and license to practice law in the State of Michigan
- Member in good standing with the Michigan Bar Association
- Valid Michigan Vehicle Operator's License
- Completion of educational requirements as deemed mandatory by the Michigan Indigent Defense Commission.
- Demonstrable knowledge of laws, legal codes, court procedures, precedents, legal practices, and documents used and processed in the 32F Municipal Court.
- History of dealing calmly and effectively with high stress situations (for example, tight deadlines, hostile individuals, emergency situations).
- Hi-level ability in writing, reading, mathematical principles; proficient computer skills- Microsoft Office Suite, Outlook.

5. **Preferred Qualifications:**

The preferences listed below are representative of the knowledge, skills, abilities, and qualifications necessary to effectively perform the essential functions of the MACC:

- Thorough knowledge of the principles and practices of State of Michigan criminal law and public defense processes and procedures.
- Experience in the practice of criminal defense or the equivalent.
- Experience in the practice of indigent defense.
- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and formulating policy and service recommendations.

## EXHIBIT B

**Insurance Requirements** - The Contractor, and any and all their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and permitted to conduct business in the State of Michigan and acceptable to City of Grosse Pointe Woods. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
3. Automobile Liability including Michigan No-Fault Coverages. Coverage shall include all vehicles used while performing services on behalf of the City of Grosse Pointe Woods and 32F Municipal Court.
4. Additional Insured: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be Additional Insureds: The City of Grosse Pointe Woods, the 32F Municipal Court, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Grosse Pointe Woods as additional insured, coverage afforded is considered to be primary and any other insurance the City of Grosse Pointe Woods may have in effect shall be considered secondary and/or excess.
5. Professional Liability in an amount not less than \$500,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
6. Cancellation Notice: Policy(ies) , as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or

Material Change shall be sent to: (City of Grosse Pointe Woods. Attention: Treasurer/Controller, 20025 Mack Plaza Drive, Grosse Pointe Woods, Michigan 48236).

7. Proof of Insurance Coverage: The Contractor shall provide the City of Grosse Pointe Woods, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to City of Grosse Pointe Woods at least ten (10) days prior to the expiration date.

## **1. INDEMNIFICATION CLAUSE**

The Contractor shall indemnify and save harmless the City of Grosse Pointe Woods for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Grosse Pointe Woods by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Grosse Pointe Woods, and all Additional Named Insured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Grosse Pointe Woods may, in order to protect itself, and all Additional Named Assureds, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Grosse Pointe Woods any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Grosse Pointe Woods, and all Additional Named Insureds, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Grosse Pointe Woods, shall or may be retained by the City of Grosse Pointe Woods until every and all such claims, demands, suits,

actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Grosse Pointe Woods, or the City of Grosse Pointe Woods may collect the same, in whole or in part, in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Grosse Pointe Woods, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Grosse Pointe Woods. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Grosse Pointe Woods, and each Additional Named Insured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Grosse Pointe Woods and each Additional Named Insured, shall be given in writing prior to the cancellation of, or change in any such insurance."

