

TO THE HONORABLE BOARD OF COMMISSIONERS OF BERRIEN COUNTY, MICHIGAN:
Your County Administration Committee respectfully recommends the adoption of the following:

RESOLUTION

WHEREAS, the Berrien County Trial Court-Family Division in partnership with the Court Appointed Special Advocates (CASA) of Southwest Michigan, Inc. continues its effort to expand the continuum of care designed to fully address the needs of children who are victims of abuse and neglect; and

WHEREAS, the CASA program is a nationally recognized model designed to serve children under the court's jurisdiction by recruiting, training, monitoring, and supporting citizen volunteers who advocate for the best interest of children who are victims of abuse and neglect; and

WHEREAS, the Trial Court-Family Division continues to allocate resources to best meet the needs of families in the most effective and comprehensive manner; and

WHEREAS, an Agreement for Services has been mutually developed between the Berrien County Trial Court-Family Division and CASA of Southwest Michigan, Inc. to provide services in the amount of \$65,000; and

WHEREAS, the previous agreement for the abovementioned services expired September 30, 2019; and

WHEREAS, Corporate Counsel has reviewed and approved the proposed Agreement for Services.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Berrien County Board of Commissioners approves the Agreement for Services that provides for the funding of CASA services to Berrien County children for the period of October 1, 2019 through September 30, 2021 and authorizes the Chairperson to execute said agreement.

**RESPECTFULLY SUBMITTED,
BERRIEN COUNTY ADMINISTRATION COMMITTEE**

Jim Curran, Chair

Michael J. Majerek, Vice Chair

Don Meeks

Chris Heugel

RESOLUTION APPROVED AS TO FORM	
Administrator _____	Date _____
Comments Attached _____	
Corporate Counsel _____	Date _____
Comments Attached _____	

AGREEMENT for SERVICES

This agreement is made between Court Appointed Special Advocates (CASA) of Southwest Michigan, Inc. operating in Berrien County (hereinafter "CASA"), whose principal address is 38 W. Wall Street, Benton Harbor, MI 49022 and mailing address is P.O. Box 1146 Benton Harbor, MI 49023, and the Berrien County Trial Court-Family Division (hereinafter "Court") whose principal address is 811 Port Street, Saint Joseph, MI 49085. This agreement is effective as of the date last executed by the parties below:

RECITALS:

- A. The CASA Program trains and supervises citizen volunteers that are appointed by the Court to advocate on behalf of children under the jurisdiction of the courts due to abuse and neglect pursuant to MCR 3.917 and in accordance with the program description attached hereto as Exhibit A and incorporated herein by reference.
- B. CASA operates through a Memorandum of Understanding with the Berrien County Trial Court-Family Division and the Michigan Department of Health and Human Services.

Now therefore, the parties agree:

1. CASA shall provide in home care services for youth delineated in Exhibit B.
2. Said services shall be remunerated in the amount of total annual contract fee of Sixty-Five Thousand (\$65,000.00) Dollars per year beginning October 1, 2019 and ending September 30, 2021 to be distributed as follows:
 - a. Twenty-five (25%) percent of the total annual contract fee, or Sixteen Thousand Two Hundred Fifty (\$16,250.00) shall be payable to the CASA program quarterly on or about October 1, January 1, April 1 and July 1. Said funding shall be charged to the County Child Care Fund. Any partial month(s) of services performed under this agreement that occurs subsequent to the execution of this agreement may be remunerated by prorating amounts due on a daily basis assuming a 365-day year.
 - b. Prior to each payment listed in item 2 (a) the CASA program shall remit twelve and one-half (12.5%) percent of the contract fee, or Eight Thousand One Hundred Twenty-Five (\$8,125.00) Dollars to the county as a match. Said funds shall be from those restricted funds designated to support CASA services in Berrien County.
 - c. Funds received from the County Child Care funds shall be distributed to support the CASA program operations in Berrien County only, as follows:
 1. \$50,000 CASA Program Director salary
 2. \$5000.00 CASA Program Director employment taxes
 3. \$10,000.00 CASA Volunteer mileage reimbursement for direct services to children
3. The CASA program shall provide a quarterly spreadsheet to the Court that details volunteer activity and notes face-to face visits with the children as noted in Exhibit B. This documentation will be provided within five (5) weeks of the end of the previous quarter.
4. General Terms and Conditions:
 - a. Term and Termination: The term of this agreement will be from October 1, 2019 through September 30, 2021 and may be renewed and/or renegotiated for successive one-year periods. This contract may be terminated by either party upon sixty (60) days written notice to the signatories herein.
 - b. Amendments and Assignments: This agreement may not be amended, modified or assigned without the express written consent of the parties. This agreement or any of the rights or obligations hereunder shall not be assignable by a party without the express written consent of the other parties.

- c. Compliance: the parties hereto and their offices, employees and agencies shall perform all their respective duties and obligations under this agreement in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.
As a "not for profit," CASA must be incorporated under the Michigan Non-Profit Corporation Act and remain in compliance with those annual requirements. Furthermore, it must provide County Administration with a copy of the last completed audit, and each future audit (to be completed no less than once every two years), within 60 days of completion. An outside/independent audit would be needed if CASA's donations exceed \$250,000 in any given year of the agreement.
- d. Integration: This agreement and all attachments referenced herein represent the entire agreement of the parties with respect to the subject matter contained herein; superseding any prior agreements, oral or written regarding said subject matter. In the event of a conflict between any term or condition in this agreement and any other document related to the subject matter hereof, this agreement shall govern.
- e. Waiver: No delay or failure by a party in exercising any right under this agreement will constitute a waiver of that right, or any other right, power or privilege preclude any other further exercise of any other right or privilege.
- f. Confidentiality of Records: Due to the nature of the relationship between the parties hereto, there may be an ongoing exchange of confidential information under this agreement. All parties agree to maintain and safeguard confidentiality of all personal information, reports, information and confidential communications of the clients hereunder pursuant to the law. All parties will keep all confidential information concerning clients participating under this agreement strictly confidential and use of such information shall be only for the purposes of providing services under this agreement.
- g. Relationship of the Parties: It is expressly understood and agreed that the relationship between the CASA program and the Berrien County Trial Court County and Berrien County, is that of an independent contractor. This agreement shall not be construed to establish any principal/agent or employment relationship between the parties.
- h. Liability: Each party to this agreement must seek its own legal representative and bear its own cost, including judgements, in any litigation, claims or demands that may arise out of its activities carried out pursuant to its obligations under this agreement. It is expressly understood and agreed that neither party will indemnify the other party in such litigation, claim or demand.
- i. Severability: If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable the remainder of this agreement and the application of any such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- j. Nondiscrimination: In performing their duties and responsibilities under this agreement, the parties hereto shall comply with all applicable federal and state laws, rules and regulations prohibiting discrimination. CASA and its subcontractors shall not discriminate against an employee 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 or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant shall be regarded as a material breach of this Agreement.
- k. Iran Certification: CASA certifies that it is not an Iran linked business as define in the Iran Economic Sanctions Act, 2012 PA 517, Mcl 129.311 *et seq.*

The parties sign as a duly authorized representative of their respective organizations:

Court Appointed Special Advocates (CASA) of Southwest Michigan, Inc.

Dated:

By: Frances Chickering
Its: Acting Board President

Berrien County Trial Court:

Dated:

By: Hon. Brian Berger
Its: Family Division Presiding Judge

County of Berrien:

Dated:

By: R. McKinley Elliott
Its: Board Chairperson