



12. B

To: **Board Members**
From: **Frank L. Walsh, Township Manager**
Date: **March 15, 2018**
Re: **Consulting Agreement**

As most everyone in the community, region and state are aware Brianne Randall came to Meridian Township in September of 2004, as a 17 year-old Haslett soccer player, to file a sexual assault complaint against then Dr. Lawrence Nassar. The widely publicized internal Meridian Township police investigation led to no charges against the now disgraced former doctor and sat idle for 13 years. As noted multiple times, we were duped multiple times by Nassar and believed his techniques were a medical procedure. Thus, we chose to not send the complaint to the Ingham County Prosecutor's Office. For the record, there are more than 250 sexual assault survivors that have come forward over the past 18 months to confront Nassar.

The Township's efforts to establish a relationship with Ms. Randall-Gay began on January 19, 2018. Chief Hall and I made the decision to call Brianne and offer to travel the next day to Seattle to extend a private apology for our missteps in 2004. During the emotional conversation, it became clear that Brianne wanted to confront Nassar in front of Judge Rosemary Aquilina. I offered to have the Township pay for Brianne's trip to Michigan and provide her an opportunity to face Nassar. We had subsequent conversations over the weekend and on Monday Chief Hall and I met with Brianne's family and counsel. The next day Chief Hall and I sat with Brianne in the courtroom as she directly faced the master manipulator. The courtroom was a very emotional experience for all of us.

We knew that a private apology and a plane ticket wasn't enough to eradicate the 13 year-old wound. We worked closely with Brianne, and her counsel, over the next week to prepare for a public apology. We sought a transparent process that would allow our residents, and other survivors, to know exactly what happened in 2004 and why the police report was not made available when the Nasser story broke in September 2016. During the February 1st press conference, we provided a public apology to Brianne and also announced major initiatives our police department was implementing to assist and protect sexual assault survivors going forward. Brianne participated via Skype, from her home in Seattle.

One of the major outcomes of the newly-formed relationship was the concept to create a community-wide sexual assault prevention program to better assist children and young adults in preventing and reporting criminal sexual assaults. The idea to create the program came from Brianne and she offered to be the catalyst to make it happen. We realize that Brianne's leadership will require her to travel to Michigan on multiple occasions and miss several days of work. Brianne is a Physician's Assistant (PA) in the Seattle area.

Memo to Township Board
March 15, 2018
Re: Consulting Agreement
Page 2

My deep concern is that Brianne suffered enough from her experience with our Township and I don't feel it is appropriate to allow her to spend her own resources in assisting us. I want to be clear that Ms. Randall-Gay has never asked to be compensated for her work, nor has she threatened any legal action stemming from our 2004 inaction.

The enclosed consulting agreement was drafted at my request by William Fahey. Brianne has accepted the terms and is prepared to begin her work this summer. I believe the agreement allows us to move forward on a positive journey and provides Brianne compensation for her time away from family and her job.

From the moment the Township Board was informed about the 2004 Nassar investigation, I was directed to "do the right thing". Collectively, as a team, I believe we have.

A motion is prepared for Board consideration:

MOVE TO AUTHORIZE TOWNSHIP MANAGER FRANK L. WALSH TO SIGN THE ATTACHED CONSULTING AGREEMENT WITH BRIANNE RANDALL-GAY IN THE AMOUNT OF \$30,000 TO DEVELOP A COMMUNITY-WIDE SEXUAL ASSAULT PREVENTION PROGRAM.

Attachment:

1. Consulting Agreement

CONSULTING AGREEMENT

This Agreement is made on March __, 2018, between the **Charter Township of Meridian** (the "Township"), 5151 Marsh Road, Okemos, Michigan 48864, and **Brianne Randall-Gay** (the "Consultant"), [address], (collectively, "the Parties"). The Parties agree that:

- 1. SERVICES.** The Township engages the services of the Consultant to assist in developing and implementing a community-wide sexual assault program (the "Program"), including advice, recommendations and guidance (the "Services").
- 2. COMPENSATION.** In exchange for providing the Services, the Township will pay the Consultant a fee of Thirty Thousand Dollars (\$30,000) in two equal installments. The first installment will be paid upon execution of this Agreement. The second installment will be paid upon completion of the Program or the Township's acknowledgment that the Consultant has provided all Services required by this Agreement, whichever occurs first.
- 3. AIRFARE EXPENSES.** The Township will reimburse the Consultant for reasonable airfare she incurs travelling to and from the Township to provide the Services under this Agreement. Any airfare must be incurred at the Township's written request, and the Consultant will provide the Township receipts demonstrating that airfare's cost.
- 4. TERM.** This Agreement begins on March __, 2018, and ends on March __, 2019. In addition, this Agreement may be terminated:
 - a. By the Township if the Consultant fails to satisfactorily perform the Services; or, if the Consultant otherwise breaches her obligations under this Agreement; or
 - b. By the Consultant if the Township fails to make the payments due under this Agreement; or, if the Township breaches its obligations this Agreement.
- 5. INDEPENDENT CONTRACTOR.** While performing the Services, the Consultant will be an independent contractor of the Township, not an employee. The Consultant will provide the Township copies of requested documents confirming her independent contractor status. The Consultant will pay all federal, state, local, social security, Medicare and unemployment taxes; liability and workers compensation insurance premiums; and license or permit fees necessary to provide the Services.
- 6. COMPLETE AGREEMENT; MODIFICATION.** This Agreement is complete in itself. There are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the Parties. Modifications, amendments or waivers of any provision of this Agreement may be made only with the mutual written consent of the Parties.
- 7. ASSIGNMENT OR SUBCONTRACTING.** Neither party may assign, subcontract or transfer their duties or obligations under this Agreement without mutual written consent.
- 8. NO THIRD-PARTY BENEFICIARY.** This Agreement is not intended to benefit any third party, and confers no rights on anyone other than the Parties.
- 9. NO BUSINESS ORGANIZATION.** This Agreement is not a joint venture, partnership or other business organization. Neither party may incur obligations on behalf of the other.
- 10. SEVERABILITY.** If any provision of this Agreement is declared unenforceable, the remainder of this Agreement is enforceable according to its terms.

11. HEADINGS. The section headings of this Agreement are inserted for convenience only, and will be disregarded when construing or interpreting this Agreement.

12. COUNTERPARTS. This Agreement may be executed in counterparts, each and together the same instrument. This Agreement may be executed and delivered by facsimile or email.

13. GOVERNING LAW. This Agreement is made under Michigan law; any dispute thereunder will be litigated in the courts of Ingham County, Michigan.

14. AUTHORITY TO SIGN. The persons signing on behalf of the Parties certify by their signatures that they are authorized to sign this Agreement.

CONSULTANT

CHARTER TOWNSHIP OF MERIDIAN

BY: _____
Brianne Randall-Gay

BY: _____
Frank L. Walsh, Township Manager