


To: Human Services Committee
Isabella County Commission on Aging

From: Jennifer A. Crawford, M.S.A. - Director 
Isabella County Commission on Aging

Date: Wednesday, October 4, 2017

Re: COA – Personal Services Contracts – Activities

Background

The Commission on Aging is fortunate to have the opportunity to work with many talented individuals who enjoy providing a wide variety of services to our program participants. In an effort to have all of our contracts follow the fiscal year, we have prepared the attached contracts, outlining the services provided to our program participants throughout FY18. The positions covered in the attached contracts do not have corresponding employee positions within the County employee classification system.

The Personal Services Contracts covered under this staff report are for the following COA Activities:

1. iRest® Class (Ann FitzGerald – one session per week)
2. Tai Chi Classes (Ann FitzGerald – multiple sessions: beginning, intermediate, and advanced, four days per week)
3. Active Living Newspaper Editor (Virginia Cain – monthly production of 16-page newspaper)
4. Art Classes (Jeanne Fisher – one session per week: one-day, three-week series, and four-week traveling series offered)
5. Yoga (Catherine Tobin – one session per week)
6. Zentangle Class (Randi K. Wynne-Parry – one session per month)
7. Anyone Can Paint Class (Steve Wood – one session per month)
8. Zumba Gold® Class (Judi Swartz – one session per week)
9. Aqua Zumba® Class (Judi Swartz – two sessions per week)
10. Senior Water Aerobics (Mary Alsager – three sessions per week)

Financial Impact

The funding used to fulfill the attached contracts will come through participation fees and donations along with funding secured by the Saginaw Chippewa Indian Tribe's 2% disbursements.

Recommendations

We recommend that the County Board of Commissioners review the Individual Services Contracts and ask the Board Chair to sign them.

Attachments

The following documents are attached for your review and signature:

1. Individual Services Contracts (10)

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 28th day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Ann FitzGerald, [a Michigan limited liability company OR individual] whose office/residence is located at: 7745 S. Rogers Ave., Clare, MI 48617 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct an iRest® class one day a week, on Wednesdays; Fridays will be utilized if a class needs to be made up due to a cancelation. Instructor will be paid \$8.00 per student, per class for those paying \$60.00 for each six week session. Instructor will be paid \$10.00 per student, per class for those paying \$75.00 for each six week session. All classes will be held at the COA. See attached schedule for the complete listing of classes scheduled for this contract. A minimum of four students must be enrolled to hold any of the six week sessions. iRest® is a profound meditation practice that systematically combines deep relaxation, affirmation, breathing, mindfulness, visualization and self-inquiry to facilitate the integration of body, mind, and spirit.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

3.01 This Agreement shall commence upon the 1st day of October, 2017, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2018, at which time this Agreement shall terminate.

3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the services performed under this Contract at **\$8.00 per student, per class for those paying \$60.00 for each six week session and \$10.00 per student, per class for those paying \$75.00 for each six week session** during the life of this Contract. It is understood and agreed by the parties that the

compensation stated above includes any and all remuneration to which the contractor may be entitled and that the Contractor shall not receive any fringe benefits including by not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. **METHOD OF PAYMENT.** The Contractor will submit the Payment Request Form and Class Sign-In sheets provided by the COA for all dates of service performed. Submitting them a month at a time and the Agency will pay the Contractor within 30 days of receipt of the forms.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

7.05 All policies, as described above, shall include an endorsement stating that is it understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.

7.06 The Contractor shall provide Isabella County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

8. **PROPERTY AND MATERIALS.** The Contractor also agrees that it is his/her responsibility to obtain and safeguard all property and materials needed to perform the services stated in this Contract. The Agency will not reimburse the Contractor for any business expenses incurred in the performance of services under this Contract.

9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

17. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

CONTRACTOR:

Chairperson,
County Board of Commissioners
Date: _____

Signature: Ann E. Fitzgerald Date: 9-28-17
Name: Ann E. Fitzgerald Address: [REDACTED]
[REDACTED] Telephone: [REDACTED]
Social Security: [REDACTED] Birthdate: [REDACTED]
Driver's License: [REDACTED]
Make and Model of Vehicle: 2016 Honda CRV

1. Six Week Session:

January 8th through February 16th

iRest® Wednesdays 5:00 - 6:30 pm

2. Six Week Session:

March 12th through April 20th

iRest® Wednesdays 5:00 - 6:30 pm

3. Six Week Session:

June 27th through August 1st

iRest® Wednesdays 5:00 - 6:30 pm

4. Six Week Session:

August 27th through October 5th

iRest® Wednesdays 5:00 - 6:30 pm

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 28th day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Ann FitzGerald, [a Michigan limited liability company OR individual] whose office/residence is located at: 7745 S. Rogers Ave., Clare, MI 48617 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct Tai Chi classes (Beginning, Intermediate, and Advanced) multiple times a week, on Mondays, Tuesdays, Wednesdays and Thursdays; Fridays if a class needs to be made up due to a cancelation. Instructor will be paid \$50.00 per class and \$50.00 for preparation of each class. All classes will be held at the COA; except for the six week session held in the summer in Island Park, unless weather is poor the class will be moved to the COA. See attached schedule for the complete listing of classes scheduled for this contract. A minimum of three students must be enrolled to hold any of the six or three week sessions. Tai Chi is an ancient Chinese tradition that is practiced as a graceful form of exercise. It involves a series of movements performed in a slow, focused manner accompanied by deep breathing. The purpose of the class is to improve the health and wellness of those who participate both physically and emotionally by stretching, toning and reducing stress; leaving an individual feeling more balanced and aware of how their body is functioning and improving.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

3.01 This Agreement shall commence upon the 1st day of October, 2017, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2018, at which time this Agreement shall terminate.

3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the

services performed under this Contract at **\$50.00 per class, \$50.00 for preparation of each class** during the life of this Contract. It is understood and agreed by the parties that the compensation stated above includes any and all remuneration to which the contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. **METHOD OF PAYMENT.** The Contractor will submit the Payment Request Form and Class Sign-In sheets provided by the COA for all dates of service performed. Submitting them a month at a time and the Agency will pay the Contractor within 30 days of receipt of the forms.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

7.05 All policies, as described above, shall include an endorsement stating that it is understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation,

Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.

7.06 The Contractor shall provide Isabella County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

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9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

17. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson,
County Board of Commissioners
Date: _____

CONTRACTOR:

Signature: Ann E. Fitzgerald Date: 9-28-17

Name: Ann E. Fitzgerald Address: _____

Telephone: _____

Social Security: _____ Birthdate: _____

Driver's License: _____

Make and Model of Vehicle: 2016 Honda CRV

1. Three Week Session:

November 27th through December 15th

Beginning Tai Chi T & TH 10:00 -11:00 am, Intermediate Tai Chi M & W 3:00 -4:00 pm and
Advanced Tai Chi T & TH 11:30 -12:30 pm

2. Six Week Session:

January 8th through February 16th

Beginning Tai Chi T & TH 10:00 -11:00 am, Intermediate Tai Chi M & W 3:00 -4:00 pm and
Advanced Tai Chi T & TH 11:30 -12:30 pm

3. Six Week Session:

March 12th through April 20th

Beginning Tai Chi T & TH 10:00 -11:00 am, Intermediate Tai Chi M & W 3:00 -4:00 pm and
Advanced Tai Chi T & TH 11:30 -12:30 pm

4. Three Week Session:

May 14th through June 1st

Beginning Tai Chi T & TH 10:00 -11:00 am, Intermediate Tai Chi M & W 3:00 -4:00 pm and
Advanced Tai Chi T & TH 11:30 -12:30 pm

5. Six Week Session:

June 28th through August 2nd

On Thursdays only at Island Park from 9:00 to 10:00 am all Tai Chi levels combined. If
weather is poor then the class will be held at the COA

6. Six Week Session:

August 27th through October 5th

Beginning Tai Chi T & TH 10:00 -11:00 am, Intermediate Tai Chi M & W 3:00 -4:00 pm and
Advanced Tai Chi T & TH 11:30 -12:30 pm

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 29th day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Isabella County Commission on Aging (COA) (the "Agency") and Virginia Cain, [a Michigan limited liability company OR individual] whose office/residence is located at 1863 Scully Rd., Mt. Pleasant, MI 48858 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Facilitate sponsorships, communicate with current contributing individuals and community organizations, research, compose, layout, edit, and proof the monthly publication of the Active Living Newspaper. To be paid monthly \$400.00 for each sixteen (16) page issue of the Active Living Newspaper.

The Active Living Newspaper is the most visible piece of public relation material that the COA distributes on a monthly basis reaching a broad readership.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

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3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the services performed under this Contract at **\$400.00, per month for each sixteen (16) page issue of the Active Living Newspaper** during the life of this Contract. It is understood and agreed by the parties that the compensation stated above includes any and all remuneration to which the contractor may be entitled and that the Contractor shall not receive any fringe benefits including by not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. **METHOD OF PAYMENT.** The Contractor will submit the Payment Request Form provided by the COA for all services performed. Submitting the form on a monthly basis and the Agency will pay the Contractor within 30 days of receipt of the form.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

- 7.05 All policies, as described above, shall include an endorsement stating that it is understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.
- 7.06 The Contractor shall provide Isabella County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

8. **PROPERTY AND MATERIALS.** The Contractor also agrees that it is his/her responsibility to obtain and safeguard all property and materials needed to perform the services stated in this Contract. The Agency will not reimburse the Contractor for any business expenses incurred in the performance of services under this Contract.

9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

- 10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. SUBCONTRACTING AND ASSIGNMENT. The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

17. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this

Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson, County Board of Commissioners

Date _____

CONTRACTOR:

Date: 9/29/17

Signature: Virginia M Cain

Name: Virginia Cain

Address: _____

Telephone: _____

Social Security: _____

Birthdate: _____

Driver's License: _____

Make and Model of Vehicle: Ford 500

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 27th day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Jeanne Fisher, [a Michigan limited liability company OR individual] whose office/residence is located at: 6950 Riverside Dr., Mt. Pleasant, MI 48858 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct Art classes, in three formats: A one day workshop that includes lunch at the COA, a Three week session once a week at the COA, and a Four week session once a week traveling to outside venues unless weather is poor and then class will be at the COA, being paid \$6.00 per hour, per student in attendance. A minimum of five students is required and a maximum of fifteen total per workshop or session. Supply fees will also be paid to the instructor at the rate of: \$3.50 per student for the one day workshops, \$5.00 per student for the three week session, \$2.00 per student for the four week traveling session. Transportation is the individual responsibility of the instructor and participants for the traveling sessions.

The art classes will cover basic painting and drawing techniques, color theory, and will encompass water color, pastels and pencil. Participants will gain knowledge, skills and confidence while exploring their creative side.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

3.01 This Agreement shall commence upon the 1st day of October, 2017, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2018, at which time this Agreement shall terminate.

3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the services performed under this Contract at **\$6.00, per student, per hour** during the life of this Contract. It is understood and agreed by the parties that the compensation stated above includes

any and all remuneration to which the contractor may be entitled and that the Contractor shall not receive any fringe benefits including by not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. **METHOD OF PAYMENT.** The Contractor will submit the Payment Request Form and Class Sign-In sheets provided by the COA for all dates of service performed. Submitting them a month at a time and the Agency will pay the Contractor within 30 days of receipt of the forms.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

7.05 All policies, as described above, shall include an endorsement stating that is it understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.

7.06 The Contractor shall provide Isabella County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

8. **PROPERTY AND MATERIALS.** The Contractor also agrees that it is his/her responsibility to obtain and safeguard all property and materials needed to perform the services stated in this Contract. The Agency will not reimburse the Contractor for any business expenses incurred in the performance of services under this Contract.

9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

17. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson,

County Board of Commissioners

Date: _____

CONTRACTOR:

Signature: _____

Date: _____

Name: _____

Address: _____

Telephone: _____

Social Security: _____

Birthdate: _____

Driver's License: _____

Make and Model of Vehicle: Toyota Highlander '15

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 26th day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Catherine Tobin, [a Michigan limited liability company OR individual] whose office/residence is located at: 3821 Greenacres Dr., Mt. Pleasant, MI 48858 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct a Yoga class once a week, on Tuesdays, from 1:30 to 2:30 pm at the COA, being paid \$25.00 per class.

Yoga classes embody the essential elements of yoga and its practices. The classes focus on the shapes of the postural alignment, utilizing the breath, and lines of energy. The purpose of the class is to improve the health and wellness of those who participate both physically and emotionally by toning and reducing stress.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

3.01 This Agreement shall commence upon the 1st day of October, 2017, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2018, at which time this Agreement shall terminate.

3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the services performed under this Contract at \$25.00, per class during the life of this Contract. It is understood and agreed by the parties that the compensation stated above includes any and all remuneration to which the contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement

benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. **METHOD OF PAYMENT.** The Contractor will submit the Payment Request Form and Class Sign-In sheets provided by the COA for all dates of service performed. Submitting them a month at a time and the Agency will pay the Contractor within 30 days of receipt of the forms.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

7.05 All policies, as described above, shall include an endorsement stating that is it understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.

7.06 The Contractor shall provide Isabella County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

8. **PROPERTY AND MATERIALS.** The Contractor also agrees that it is his/her responsibility to obtain and safeguard all property and materials needed to perform the services stated in this Contract. The Agency will not reimburse the Contractor for any business expenses incurred in the performance of services under this Contract.

9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. **CONTRACTING WITH OTHERS.** It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. **SECTION TITLES.** The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. **COMPLETE AGREEMENT.** This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. **APPLICABLE LAW AND VENUE.** This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

17. **SURVIVAL.** All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. **INVALID/UNENFORCEABLE PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson,

County Board of Commissioners

Date: _____

CONTRACTOR:

Signature: Catherine

Name: CATHERINE TOBIN

Social Security: _____

Driver's License: _____

Make and Model of Vehicle: Ford / Escape

Tobin

Date: 9/26/17

Address: _____

Telephone: _____

Birthdate: _____

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 18th day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Randi K. Wynne-Parry, [a Michigan limited liability company OR individual] whose office/residence is located at: 2565-B East Gate Avenue, Mt. Pleasant, MI 48858 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct a Zentangle class once a month, on the third Monday of the month, from 3:30 to 5:30 pm at the COA, being paid \$10.00 per student in attendance. Classes will be held based on interest and participation for any given month. In the event a regularly scheduled class is cancelled every effort to reschedule per the instructor and the COA will be made.

Zentangle is a meditative art form which is easy to create using simple deliberate strokes that are then built on each other creating unique pieces. Participants will enjoy this ultimately relaxing art form as it allows them to unwind from stress, focus their thoughts and explore their creative side.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

3.01 This Agreement shall commence upon the 1st day of October, 2017, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2018, at which time this Agreement shall terminate.

3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the services performed under this Contract at \$10.00, per student, per class during the life of this Contract. It is understood and agreed by the parties that the compensation stated above includes any and all remuneration to which the contractor may be entitled and that the Contractor shall not

receive any fringe benefits including by not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. **METHOD OF PAYMENT.** The Contractor will submit the Payment Request Form and Class Sign-In sheets provided by the COA for all dates of service performed. Submitting them a month at a time and the Agency will pay the Contractor within 30 days of receipt of the forms.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

7.05 All policies, as described above, shall include an endorsement stating that is it understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.

7.06 The Contractor shall provide Isabella County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

8. **PROPERTY AND MATERIALS.** The Contractor also agrees that it is his/her responsibility to obtain and safeguard all property and materials needed to perform the services stated in this Contract. The Agency will not reimburse the Contractor for any business expenses incurred in the performance of services under this Contract.

9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

17. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson,
County Board of Commissioners
Date: _____

CONTRACTOR:

Signature: [Signature] Date: 9-18-2017
Name: RANDI WYNNE PARRI Address: [Redacted]
[Redacted] Telephone: [Redacted]
Social Security: [Redacted] Birthdate: [Redacted]
Driver's License: [Redacted]
Make and Model of Vehicle: Lincoln MKX
(Black)

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 22nd day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Anyone Can Paint LLC (owner, Steve Wood), [a Michigan limited liability company OR individual] whose office/residence is located at: 6363 Lennon Rd., Ste. C, Swartz Creek, MI 48473 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct an Anyone Can Paint class once a month, on the first Wednesday of the month, from 4:00 to 6:00 pm at the COA, being paid \$20.00 per student in attendance. Classes will be held based on interest and participation for any given month. A minimum of (14) students must be registered and paid to host the class each month.

Anyone Can Paint is taught by award winning television artist Steve Wood; he helps to develop the "artist" in anyone. Steve's easy to follow step by step method is not only fun, but very effective for creating acrylic landscapes. The methods he uses ensures that "anyone can paint" providing participants a sense of accomplishment and success.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

3.01 This Agreement shall commence upon the 1st day of October, 2017, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2018, at which time this Agreement shall terminate.

3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the services performed under this Contract at **\$20.00, per student, per class** during the life of this Contract. It is understood and agreed by the parties that the compensation stated above includes any and all remuneration to which the contractor may be entitled and that the Contractor shall not receive any fringe benefits including by not limited to overtime pay, holiday pay, sick pay, vacation pay,

retirement benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. **METHOD OF PAYMENT.** The Contractor will submit the Payment Request Form and Class Sign-In sheets provided by the COA for all dates of service performed. Submitting them a month at a time and the Agency will pay the Contractor within 30 days of receipt of the forms.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

7.05 All policies, as described above, shall include an endorsement stating that it is understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.

7.06 The Contractor shall provide Isabella County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

8. **PROPERTY AND MATERIALS.** The Contractor also agrees that it is his/her responsibility to obtain and safeguard all property and materials needed to perform the services stated in this Contract. The Agency will not reimburse the Contractor for any business expenses incurred in the performance of services under this Contract.

9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. **CONTRACTING WITH OTHERS.** It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. **SECTION TITLES.** The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. **COMPLETE AGREEMENT.** This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. **APPLICABLE LAW AND VENUE.** This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

17. **SURVIVAL.** All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. **INVALID/UNENFORCEABLE PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson,
County Board of Commissioners
Date: _____

CONTRACTOR:

Signature: Steve Wood Date: 9-23-17

Name: STEVE WOOD Address: _____

Telephone: _____

Social Security: _____

Driver's License: _____

Make and Model of Vehicle: 2009 Chevy HHR

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 21st day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Judi Swartz, [a Michigan limited liability company OR individual] whose office/residence is located at: 410 East Grand Avenue, Mt. Pleasant, MI 48858 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct a Zumba Gold® class once a week, on Thursdays, from 4:00 to 5:00 pm at the COA, being paid \$17.00 per class. Zumba Gold® is a modified Zumba® class that recreates the original moves at a lower-intensity. The class is structured to introduce easy-to-follow Zumba® choreography that focuses on balance, range of motion and coordination improving the physical well-being of those who participate.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

3.01 This Agreement shall commence upon the 1st day of October, 2017, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2018, at which time this Agreement shall terminate.

3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the services performed under this Contract at \$17.00, per class during the life of this Contract. It is understood and agreed by the parties that the compensation stated above includes any and all remuneration to which the contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement

fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. **METHOD OF PAYMENT.** The Contractor will submit the Payment Request Form and Class Sign-In sheets provided by the COA for all dates of service performed. Submitting them a month at a time and the Agency will pay the Contractor within 30 days of receipt of the forms.

6. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

7.05 All policies, as described above, shall include an endorsement stating that it is understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.

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If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

8. **PROPERTY AND MATERIALS.** The Contractor also agrees that it is his/her responsibility to obtain and safeguard all property and materials needed to perform the services stated in this Contract. The Agency will not reimburse the Contractor for any business expenses incurred in the performance of services under this Contract.

9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

17. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson,
County Board of Commissioners
Date: _____

CONTRACTOR:

Signature: Judith Z Swartz Date: 9/21/17

Name: Judith Z Swartz Address: _____

Telephone: _____

Social Security _____ Birthdate: _____

Driver's License: _____

Make and Model of Vehicle: 2014 Jeep Cherokee

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 21st day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Judi Swartz, [a Michigan limited liability company OR individual] whose office/residence is located at: 410 East Grand Avenue, Mt. Pleasant, MI 48858 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct an Aqua Zumba® class twice a week, on Tuesdays and Thursdays, from 7:15 to 8:15 am at the Student Activity Center (SAC) pool on Central Michigan University's (CMU) campus, being paid \$17.00 per class. Aqua Zumba® is a class that blends the Zumba® philosophy with water resistance, so there is less impact on your joints during an Aqua Zumba® and the water creates natural resistance, which means every step is more challenging and helps tone your muscles.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

3. **AGREEMENT PERIOD AND TERMINATION:**

3.01 This Agreement shall commence upon the 1st day of October, 2017, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2018, at which time this Agreement shall terminate.

3.02 Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated, with or without cause, by either party at any time upon delivery of 7 days prior written notice to the Contractor. In the event this Agreement is prematurely terminated, the County shall compensate the Contractor for services performed up to the effective date of termination.

4. **COMPENSATION.** The Agency and the Contractor have agreed upon the compensation rate for the services listed in Section 1 of this contract and the Agency agrees to pay the contractor for the services performed under this Contract at **\$17.00, per class** during the life of this Contract. It is understood and agreed by the parties that the compensation stated above includes any and all remuneration to which the contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement

benefits, pension benefits, and insurance benefits in addition to or in lieu of the compensation stated above.

5. METHOD OF PAYMENT. The Contractor will submit the Payment Request Form and Class Sign-In sheets provided by the COA for all dates of service performed. Submitting them a month at a time and the Agency will pay the Contractor within 30 days of receipt of the forms.

6. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless, the County and its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor, its employees or agents or its subcontractors and sub-subcontractors, or any of their officers, employees or agents which may arise out of this Agreement.

7. INSURANCE. The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

7.01 Worker's Compensation Insurance and Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.02 Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

7.03 Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.04 Commercial General Liability Insurance and Automobile Liability, as described above, shall include an endorsement stating the following shall be "Additional Insureds": County of Isabella, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

7.05 All policies, as described above, shall include an endorsement stating that is it understood and agreed 30 days, 10 days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: County Administrator's Office 200 N. Main Street, Mt. Pleasant, MI 48858.

7.06 The Contractor shall provide Isabella County at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

8. **PROPERTY AND MATERIALS.** The Contractor also agrees that it is his/her responsibility to obtain and safeguard all property and materials needed to perform the services stated in this Contract. The Agency will not reimburse the Contractor for any business expenses incurred in the performance of services under this Contract.

9. **IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

10. WAIVERS:

10.01 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

10.02 In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

12. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor may not subcontract portions of the work to be performed under this Agreement without prior written approval from the County.

13. CONTRACTING WITH OTHERS. It is expressly understood and agreed that the Contractor is free to contract at any time with others to perform services similar to those to be provided under this Agreement.

14. SECTION TITLES. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

15. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

16. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in the State of Michigan and established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Southern Division.

17. SURVIVAL. All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

18. INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

19. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson,
County Board of Commissioners
Date: _____

CONTRACTOR:

Signature: Judith Z Swartz Date: 9/21/17

Name: Judith Z Swartz Address: _____

Telephone: _____

Social Security: _____ Birthdate: _____

Driver's License: _____

Make and Model of Vehicle: 2014 Jeep Cherokee

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 21st day of September, 2017, by and between the COUNTY OF ISABELLA, a municipal corporation and political subdivision of the State of Michigan (the "County") acting on behalf of the Commission on Aging (COA) (the "Agency") and Mary Alsager, [a Michigan limited liability company OR individual] whose office/residence is located at: 1311 E Broadway, Mt. Pleasant, MI 48858 (the "Contractor").

1. **ENGAGEMENT OF CONTRACTOR.** The County hereby engages the Contractor and the Contractor agrees to perform the following services: Instruct a Senior Water Aerobics class three times a week, on Monday, Wednesday and Fridays, from 9:00 to 10:00 am at the Student Activity Center (SAC) pool on Central Michigan University's (CMU) campus, being paid \$17.00 per class.

Senior Water Aerobics is a great cardiovascular workout improving muscular strength, flexibility and endurance for all those who participate. Also encouraging social interaction and participation having lasting physical and emotional benefits.

2. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The County is interested only in the results to be achieved by the work to be performed by the Contractor under this Agreement, the conduct and control of the work shall rest solely with the Contractor. The Contractor, its subcontractors, and any employees of the Contractor or subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments.

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7. **INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

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17. **SURVIVAL.** All rights, duties and responsibilities of any party under this Agreement or provision of this Agreement that either expressly or by their nature, extend into the future shall survive termination.

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19. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SERVICES CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF ISABELLA:

Chairperson,
County Board of Commissioners
Date: _____

CONTRACTOR:

Signature: Mary L Alsager Date: 9-21-2017
Name: Mary L Alsager Address: _____

Telephone: _____
Social Security: _____ Birthdate: _____
Driver's License: _____
Make and Model of Vehicle: Toyota Prius