


To: Human Resources and Public Works Committee

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

Date: Tuesday, April 30, 2019

Re: COA – Personal Services Contract – Tai Chi Instructor

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. Due to the recent retirement of our contracted Tai Chi Instructor, we are requesting the attached contract to fulfill the position for the remainder of the 2019 fiscal year, beginning June 1, 2019 and ending September 30, 2019. The position covered in the attached contract does not have a corresponding employee position within the County employee classification system.

The Personal Services Contract covered under this staff report is for the following COA Activity:

1. Tai Chi Classes (James VanderMey –Tai Chi for Arthritis and Intermediate Level Tai Chi: 2 sessions each per week)

Financial Impact

The funding used to support the attached contract will come through participation fees and donations which will be supplemented with funding secured by the Saginaw Chippewa Indian Tribe 2% disbursements and the Senior Millage.

Recommendations

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

Attachments

The following document is attached for your review and signature:

1. Individual Services Contract

COUNTY OF ISABELLA
INDIVIDUAL SERVICES CONTRACT

THIS CONTRACT made this 17th day of April, 2019, 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 James VanderMey, [a Michigan limited liability company OR individual] whose office/residence is located at: 2843 Fitch 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 Tai Chi classes (Tai Chi for Arthritis and Intermediate Level Tai Chi) two times a week for each class. Instructor will be paid \$35.00 per class. All classes will be held at the COA, except one six-week session from June 6th-July 18th which will be held at Island Park.

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 June, 2019, and unless prematurely terminated as authorized in this Agreement shall continue through the 30th day of September, 2019, 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 \$35.00 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 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: James H. VanderMeer Date: 5/26/2019

Name: James H. VanderMeer Address: 2543 Fitch Dr.

Mt. Pleasant, MI 48858 Telephone: [REDACTED]

Social Security: [REDACTED]

Driver's License: [REDACTED]

Make and Model of Vehicle: Nissan Murano 2012