

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 South Saginaw Street, Suite 7A Flint, Michigan 48502 (the "County"), and **St. Luke N.E.W. LIFE CENTER, INC.** a **Michigan Nonprofit Corporation**, whose principal place of business is located at **3115 Lawndale Ave. Flint MI 48504** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commenced on **10/01/2025** and was effective through **09/30/2026** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one-year terms (the "Extension Terms").

The County elects to exercise its option noted above by extending the Contract for a second year. The term of the new contract will commence on **10/01/2025** and is effective through **09/30/2026**

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **\$210,000.00**. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit D (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Lynn M. Radzilowski, Senior Services Director** (the "Contract Administrator"). The Contractor acknowledges

that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexuality, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such

intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13.5 Reporting Requirements

Contractor will provide the County with monthly reports using the formats provided in Exhibit C. These reports are due by the 21st day of each month. Monthly reports should be completed fully in order to receive payment. Reporting does require Monthly Invoices, support documentation, receipts, employee time sheets, and address reports. Contractor will also provide, on a monthly basis, a compilation of copies of

the Client Satisfaction Surveys providing information similar to that in the sample survey form found in Attachment C.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

17.1.4. Exhibit C – Reporting Forms and Surveys

17.1.5. Exhibit D – The Contractor's Budget FY 2025 - 2026

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

St. Luke N.E.W LIFE CENTER

COUNTY OF GENESEE

By: _____
Sr. Carol Weber
Executive Director

By: _____
Delrico Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services
Lawn and Snow Maintenance for Seniors

As our senior citizen population continues to grow and live independently in their homes, the need for specialized home services becomes increasingly important. Recognizing this demand, we propose a dedicated service aimed at enhancing the quality of life and safety for Genesee County residents aged 60 and older.

Service Overview: Our service focuses on maintaining the exterior of seniors' homes throughout the year, ensuring both functional and aesthetic upkeep. The service includes:

1. **Lawn Care:**
 - Regular mowing of homeowners' lawns to maintain a neat appearance and accessibility.
 - Weed Whipping, edging and maintenance around sidewalks, driveways, garden beds, and around the living space for a polished look.
2. **Tree and Shrub Maintenance:**
 - Trimming and pruning of trees and branches to promote healthy growth and prevent hazards. Must be able to reach Branches from the ground.
 - Hedge and shrub trimming to maintain shape and visibility. (Generally done twice a season (Early Summer and Late Fall)
3. **Seasonal Clean-Up:**
 - Spring and fall clean-up to remove debris, leaves, and prepare the yard for the upcoming season.
4. **Snow Maintenance:**
 - Snow clearing from driveways, front porches, and walkways during winter to ensure safe access.
 - Provision of salt for seniors to independently salt their walkways and driveways as needed during winter.

Contract Partnership: This initiative operates under a partnership arrangement designed to cater exclusively to the needs of senior residents in Genesee County. The lawn and snow maintenance crew, overseen by a dedicated supervisor, adheres to a comprehensive plan outlined by the St. Luke's N.E.W. Life Center lawn care program. This ensures consistent quality of service and adherence to set expectations and guidelines.

Purpose: The primary goal of our service is to support seniors in maintaining a safe and comfortable living environment. By providing reliable and professional lawn and snow maintenance, we aim to enhance their independence, promote community well-being, and alleviate the burden of exterior home upkeep.

Conclusion: In conclusion, our tailored lawn and snow maintenance service for seniors in Genesee County addresses critical needs for home care, ensuring that older adults can continue to enjoy their homes with peace of mind. This initiative not only enhances the aesthetic appeal of neighborhoods but also contributes to the overall health and safety of our senior community members

EXHIBIT B Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

Professional Service Contract: RFP: – St. Luke's NEW Life Center- Lawn and Snow Maintenance

Coverage Required		Limits (Figures denote minimums)
X	1. Workers Compensation	Statutory limits of Michigan
X	2. Employers' Liability	\$100,000 accidental/disease \$500,000 policy limit, disease
X	3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations
X	4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X	6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
	7. Umbrella liability/Excess Coverage	\$2,000,000 BI & PD and PI
X	8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
	9. Other Insurance Required:	
	10. A 30-day notice of cancellation or non-renewal is required for all policies	
	11. Builders Risk "All Risk" for all materials and equipment of this contract	
	12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
	13. The Certificate must state bid number and title 23-3??	
	**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

UMBRELLA - \$10,000

_____ Liability policies are occurrence X claims made _____

Avery Morgan
Insurance Agent

Avery Morgan
Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

St. Luke New Life Center
Contractor

[Signature]
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

EXHIBIT C
REPORTING FORMS AND SURVEYS

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Service Provider:

Pay to (Operating Entity):

Mail Address:

SENIOR MILLAGE FUNDING

2025-2026 Millage Allocation:

Funds Previously Requested

Balance Remaining Prior to this Request:

Time Period of Expenditures for this Request:

Total Claimed in this Request:

Balance Remaining After this Request:

\$ -

MONTHLY REPORTING

Total number of Genesee County residents aged 60 years and older ("clients") who were NEW starts during this month.

The number of unduplicated Senior Millage clients served during this month.

Number of persons aged 60 years and older on a waiting list for your services at the date of this reimbursement request.

Total number of clients discharged from services during this month.

Total number of clients served during this fiscal year.

Total number of agency staff and volunteer workers providing services during this month.

Attach names and titles of staff who performed work during this month. Attach pertinent licensures, as applicable, if not submitted during a previous month.

For each client included in item 1, email Excel document with that person's address, including street number, street name, city or village, zip code, race, gender, and Veteran status.

AUTHORIZED SIGNATURE

I certify to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the agreement and that the reimbursement request represents the Millage share due and has not been previously requested and is true and correct.

Prepared by:

Name and Title

Phone

Approved by:

Signature of Authorized Official

Date

2025-2026 SENIOR MILLAGE MONTHLY REIMBURSEMENT REQUEST

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number / Confirmation of Payment
ADMINISTRATION EXPENDITURES			
SUBTOTAL - ADMINISTRATION	\$ -		
PROGRAMMING EXPENDITURES			
SUBTOTAL - PROGRAMMING	\$ -		

Recipient of Funds	Amount	Items Purchased/Use of Funds	Invoice Number and Check Number -- Confirmation of Payment
OPERATIONS EXPENDITURES			
SUBTOTAL - OPERATIONS	\$ -		
EQUIPMENT PURCHASES EXPENDITURES			
SUBTOTAL - EQUIPMENT	\$ -		
TOTAL MONTHLY EXPENDITURES	\$ -		
TOTAL MONTHLY REIMBURSEMENT REQUEST	\$ -		

Senior Millage Service Providers Client Addresses

Month & Year: _____

[illegible]

Exhibit D
FY 2025-2026 Budget

Name of Center: St. Luke N.E.W. Life Center	FY 2024-2025 Senior Millage Budget	Proposed FY 2025-2026 Budget Expenditures - Senior Millage
ADMINISTRATION		
Salaries – Administrative	\$ -	\$ -
Salaries – Support Staff	\$ 180,000.00	\$ 180,000.00
Fringes -- Employer FICA		\$ -
Fringes – Medical	\$ 6,917.04	\$ -
Fringes – Other	\$ 5,400.00	\$ -
SUBTOTAL	\$ 192,317.04	\$ 180,000.00
PROGRAMMING		
Special Projects / Events	\$ -	
Volunteer Expenses	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
OPERATIONS		
Facility Maintenance	\$ -	\$ -
	\$ -	\$ -
Equipment Maintenance		\$ 10,000.00
Grounds Maintenance	\$ -	\$ -
Insurances & Bonds	\$ -	\$ -
Legal Services	\$ -	\$ -
Memberships / Publications	\$ -	\$ 5,000.00
Office Supplies	\$ -	\$ -
Operating Supplies	\$ -	\$ -
Postage	\$ -	\$ -
Service Contracts/Licenses	\$ -	\$ -
Phone/ Fax/ Internet/ Web Services	\$ -	\$ -
Vehicle Maintenance / Insurance	\$ -	\$ 15,000.00
Outreach	\$ -	\$ -
		\$ -
SUBTOTAL	\$ -	\$ 30,000.00
EQUIPMENT PURCHASES		
	\$ 82,682.96	\$ -
	\$ -	\$ -
SUBTOTAL	\$ 82,682.96	\$ -
TOTAL AWARD EXPENDITURES	\$ 275,000.00	\$ 210,000.00
Unit Rate(if applicable)		\$