

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN

THE MUSKEGON COUNTY PROBATE COURT AND VICKI BROGE

This Agreement (hereinafter referred to as "Agreement") is made by and between the Muskegon County, a political subdivision of the State of Michigan, by and through its Probate Court (hereinafter referred to as "County"), having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, and Vicki Broge, West Michigan Moneyhandlers, LLC, having her principal place of business address P.O. Box 311, Muskegon, Michigan 49443 (hereinafter referred to as "Contractor") wherein Contractor agrees to provide and County agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. Honorable Neil G. Mullally at phone number 231-724-6241 is the representative of County and will administer this Agreement for and on behalf of County. Vicki Broge at phone number 231-798-3199 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage paid, or otherwise delivered as follows:

To County: Honorable Neil G. Mullally
Muskegon Probate Court
Micheal E. Kobza, Hall of Justice
990 Terrace Street, Fifth Floor
Muskegon, MI 49442

To Contractor: Vicki Broge
P.O. Box 311
Muskegon, MI 49443

or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

3. SCOPE OF SERVICES. Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Contract shall commence performance on October 1, 2013 and end performance upon completion, but no later than September 30, 2014 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR. Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit A attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2, "Notices" above following completion of the increments identified on Exhibit A. Unless otherwise specified on Exhibit A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR. Contractor shall perform all of her services under this Agreement as an independent contractor and not as an employee of County. Contractor understands and acknowledges that she shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. Contractor represents that she has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. TAXES AND INSURANCE. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following, FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker's compensation insurance.

9. CONFLICT OF INTEREST. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to Contractor in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. County shall be the owner of the following items incidental to the Agreement upon production, whether or not completed; all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any materials under this section except after prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of County. County shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. RECORDS, AUDIT, AND REVIEW. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

13. INDEMNIFICATION AND INSURANCE. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of Contractor, its subcontractors, or the joint negligence of Contractor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. NONDISCRIMINATION. The Contractor assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or

handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Contractor.

Additionally, assurance is given to County that good-faith efforts will be made to identify and encourage the participation of minority-, women- and handicapper-owned businesses in contract solicitations. The contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-, women- and handicapper-owned business in subcontracting; and (2) making discrimination a material breach of contract.

15. NONEXCLUSIVE AGREEMENT. Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

16. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. TERMINATION.

A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations herein, upon receipt of notice, Contractor shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

i. For Convenience. County may terminate the Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall

Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

ii. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this agreement by written notice, which shall be effective upon receipt by Contractor.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in Exhibit A, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

18. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

23. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in the Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** Contractor shall, at her sole cost and expense, comply with all local, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute shall be conclusive of that fact as between Contractor and County.

26. **MICHIGAN LAW.** This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State court, or in the Federal District Court nearest to Muskegon County, if in Federal court.

27. **TERMS AND CONDITIONS.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

29. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

30. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in Exhibit A, the provisions of said Exhibit shall prevail over those in the numbered sections.

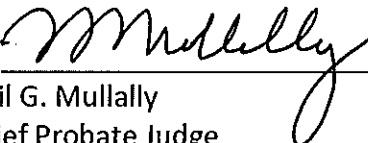
In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF MUSKEGON

Dated: 10/10/13

By: 
Kenneth Mahoney, Chairperson
County Board of Commissioners

Dated: October 9, 2013

By: 
Neil G. Mullally
Chief Probate Judge

CONTRACTOR

Dated: October 14, 2013

By: 
Vicki Broge
West Michigan Moneyminders, LLC

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

VICKI BROGE AND THE MUSKEGON COUNTY PROBATE COURT

It is understood between the parties that the Court desires and needs the services of an accounting professional to assist court staff in the processing, reviewing and overseeing of annual accounting filed by conservators and other court appointed fiduciaries.

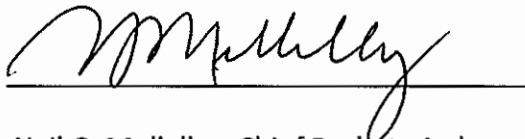
Ms. Broge agrees to provide these review services as well as provide basic educational opportunities in record keeping and book keeping for the lay conservators and other court appointed fiduciaries.

Some cases reviewed by Ms. Broge may involve a court appearance.

The compensation for these duties shall be \$16,800 per year, paid in \$1,400 per month installments.

If requested, the Probate Court agrees to provide clerical support. The Probate Court agrees to process payment for services within five days from the end of the month. The parties also agree that the contract will run from Oct 1, 2013 through September 30, 2014.

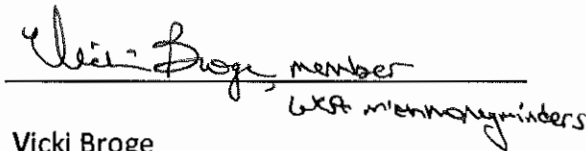
Either party may cancel the agreement upon thirty (30) days written notice.



Neil G. Mullally, Chief Probate Judge

October 9, 2013

Date



Vicki Broge

October 14, 2013

Date