

## CONTRACT SERVICES AGREEMENT

**THIS AGREEMENT** is made between I-69 International Trade Corridor Next Michigan Development Corporation (“Client”) with a principal place of business at 215 N Water St, Ste 200, Owosso, Michigan and the Shiawassee Economic Development Partnership (“Contractor”) at 215 N Water St, Ste 200, Owosso, Michigan.

1. **Term of Agreement.** This Agreement will become effective as of September 14<sup>th</sup>, 2021 (“Effective Date”) and will expire on September 14<sup>th</sup>, 2022 (“Initial Term”); provided, however, it shall automatically be extended for successive one-year terms (each an “Extended Term Year”) unless either Contractor or Client provides the other with written notice of non-extension no later than sixty (60) days prior to the expiration of the Term or any Extended Term Year, as the case may be. This Agreement may otherwise also be extended or renewed by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time in which the Contractor renders services for the Client.
2. **Terminating the Agreement.** In the event either party wishes to terminate this Agreement, it may be terminated only for default in the terms of the Agreement by either party to this Agreement. In the event either party is in default of any terms or conditions of this Agreement, the non-defaulting party shall provide written notice specifying in sufficient detail to explain to the other party, the claimed default. The defaulting party shall then have ten (10) days to cure said default. If, in the opinion of the non-defaulting party, the defaulting party has not cured such default within said ten (10) day period, the non-defaulting party may send an additional written notice to the defaulting party indicating the reason it believes such default has not been cured and that this Agreement is terminated. Termination by the Client shall not relieve Client of the obligation of paying the Contractor for services rendered prior to the time of termination.
3. **Services to be Performed.** Contractor agrees to provide to Client, in general terms, assistance among the areas described below.

Administrative Support to the Next Michigan Development Corporation (NMDC):

- **Project Management:** Coordinate the economic development partners and municipalities involved in the NMDC to plan and implement projects.
  - **Administration:** Coordinate communications to the NMDC board; prepare documents for monthly board meetings including financial statements, meeting minutes, presentations for the board; coordinate with sub-contractors as needed.
  - **Financial Services:** Manage funds from the NMDC; provide accounting, banking, annual budget, and audit support.
  - **Marketing & Communications:** Prepare marketing content regarding the NMDC and update content, make presentations to interest groups, support collaboration between Next Michigan Development Corporations
  - **Physical Address:** Mail and receive mail of office hard copy communications; provide address and phone support.
4. **Payment.** As Consideration for the services to be performed by Contractor, Client agrees to pay Contractor \$9,500 per year on an annual basis for the Initial term and any Extended Term Year of the Agreement. Such payments by Client to Contractor will cover all expenses incurred by Contractor pursuant to this Agreement, unless otherwise specified, including, but not limited to

automobile and other travel expense within the local geographic area of the assignment, travel time, meals, entertainment, telephone and cell phone expense, license fees, memberships and dues, insurance premiums, all salary and other compensation paid to employees or other contract personnel Contractor hires to complete work under this Agreement and other related costs for exercising Contractor's duties. In the event travel outside of the local geographic area is requested by Client, Contractor will honor such request provided Client agrees, in advance, to pay the direct costs incurred by Contractor as a result of such travel.

5. **Terms of Payment.** Commencing as of the Effective Date, Contractor shall invoice Client annually as of October 1, 2021 for the Initial Term, and on or about October 1 of any Extended Term Year for services to be rendered during such year, and Client agrees to pay Contractor within 30 days of being invoiced.
6. **Special Projects and Expenses.** Special projects, outside specified services to be performed must be approved in advance, in writing, by both Client and Contractor.
7. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide services required by this Agreement.
8. **Independent Contractor Status.** The parties agree that Contractor is an independent contractor, and that neither the Contractor nor the Contractor's employees or contract personnel are, or shall be deemed, employees of Client. In its capacity as an independent contractor, Contractor agrees to the following:
  - Contractor has the right and does fully intend to perform consulting or other services for third parties during the term of this Agreement.
  - Contractor has the sole right to control and direct the means, manner, and method by which services required by this Agreement will be performed.
  - Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
  - Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this agreement.
  - The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel and Client shall not hire, supervise or pay any assistants to assist Contractor.
  - Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by the Agreement.
  - Neither Contractor or Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement; provided, however, Contractor shall devote such time to the Services as is necessary to perform them in a competent, thorough, and professional manner.
  - The Contractor does not receive the majority of its annual compensation from Client.

The parties acknowledge and agree that Client is entering into this Agreement relying upon the representations made by the Contractor relative to its independent contractor status.

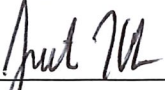
9. **Permits and Licenses.** Contractor declares (and covenants) that Contractor has complied (and, during the term of this Agreement, shall comply) with all federal, state, and local laws, requiring business permits, certificates and licenses required to carry out the Services.

17. **Limit on Liability.** Client understands and agrees Contractor is providing, directly or through its sub-contractor, consulting services. Implementation by Client of any recommendations made by Contractor pursuant to the terms of this Agreement, is at the sole discretion of Client and at the sole cost and expense of Client. Client understands and agrees that the liability of Contractor for any acts performed by Contractor, or its Sub-Contractors, pursuant to the terms of this Agreement shall not exceed the total amount paid by Client to Contractor, at any time, pursuant to the terms of this Agreement.
18. **Contractor's Retained Right to Disclose Relationship Between Client and Contractor to Third Parties.** Contractor retains the right to disclose the fact that Client entered into this Agreement with Contractor. Contractor may desire to disclose further positive details concerning results obtained by Client as a result of Client entering into this Agreement with Contractor. In such case, Contractor will disclose to Client what information it desires to disclose to third-parties or to use in various promotional materials and Client will have the opportunity to comment on and approve the same. In such case, Contractor will provide to Client the information it wishes to disclose to third-parties or utilize in its promotional materials. Client will have thirty (30) days to comment on and approve or disapprove and/or come to an Agreement with Contractor as to what information may or may not be disclosed to third-parties or utilized in Contractor's promotional materials. In the event Contractor provides such materials to Client and Client does not respond to Contractor within thirty (30) days, Contractor will continue to retain the right to disclose the fact that Client entered into the Agreement with Contractor.
19. **Dispute Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that Client violated any state or federal statutes, common law doctrine, or committed any tort with respect to Contractor shall, upon request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or any other place or under any other form of arbitration mutually acceptable to both parties involved). This Agreement to Arbitrate shall be specifically enforceable under the prevailing arbitration law. Notices of demand for arbitration shall be filed, in writing, with the other party to this Agreement and with American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable Michigan Statute of Limitations. Cost of arbitration shall be allocated by the arbitrator; provided, that each party shall pay for and bear the cost of his own experts, evidence and attorney's fees. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.
20. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.
21. **Notices.** All notices or communications required or permitted to be given to a party to this Agreement, shall be in writing and shall be personally delivered; sent by registered certified mail, postage prepaid, return receipt requested; or sent by an overnight express courier service that provides written confirmation of delivery to Client at [is SEDP address new NMDC address?] and to Contractor at 215 N Water St, Ste 200, Owosso MI 48867, with a copy of such notice or communication to the Chair of the Client at his/her principal place of business or principal residence. Each such notice or other communications shall be deemed given, delivered, and received upon actual receipt, except that if it is mailed in accordance with this paragraph, then it

shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the United Postal Service's return receipt. Any party to this Agreement may give a notice of change of its address to the other party of this Agreement.

**Signatures:**

Shiawassee Economic Development Partnership

By:   
Justin Horvath  
President/CEO

Date: 10/12/2021

I-69 International Trade Corridor Next Michigan Development Corporation

By:   
Dale Kerbyson  
Chairman

Date: 10-12-21