



Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

ROOM 223 – 1101 BEACH STREET
TELEPHONE (810) 257-3010

FLINT, MICHIGAN 48502-1470
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DEREK BRADSHAW
FISCAL OFFICER

GLS REGION V PLANNING & DEVELOPMENT COMMISSION
GENESEE COUNTY ADMINISTRATION BUILDING
1101 BEACH STREET, ROOM 223

Tuesday, March 24, 2015
6:00 P.M.

AGENDA

I. INTRODUCTION

- A. Roll Call
- B. Approval of the Minutes of GLS Region V PDC Regular Meeting January 27, 2015 (attached)
- C. Approval of the Agenda of GLS Region V Meeting to be held March 24, 2015
- D. Opportunity for the Public to Address the GLS Region V PDC
- E. Communications

II. ACTION ITEMS

- A. Budget Amendment (attached)
- B. Financial Report
 - 1. Report (attached)
 - 2. Checks (to be distributed)
- C. Region 6 Consulting Services Agreements (attached)
- D. Election of Officers

III. DISCUSSION ITEMS

- A. MAR Update (discussion)
- B. Region 6 Regional Prosperity Initiative Update (attached)
- C. Status of Hazard Mitigation Plan Updates for Genesee & Lapeer Counties (attached)
- D. Governor's Regional Transit Mobility Initiative Update (attached)
- E. 2015 Asset Management PASER Training (attached)
- F. Region 6 Fiber Optics Report Update (discussion)

IV. ANNOUNCEMENTS

An Equal Opportunity Organization

V. ADJOURNMENT

Next Meeting – May 19, 2015

GLS REGION V PDC January 27, 2015

The GLS Region V Planning and Development Commission met at 6:00 p.m. on Tuesday, January 27, 2015, in the Conference Room of the Genesee County Metropolitan Planning Commission (GCMPC), 1101 Beach Street, Room 223, Flint, Michigan.

I.  **INTRODUCTION**

Chairperson Grinnell was absent. Vice Chairperson Roy called the meeting to order at 6:08 p.m.

A.   **Roll Call.**

Present: Derek Bradshaw, Gary Roy, Jeffrey Kelley, John Horvath, John Mandelaris, Mary Ann Ketels, Robert McLaren, Ryan Doyle.

Absent/excused: Alan Himelhoch, Bill Henry, Charles Van Duren, Cheryl Clark, Christina Johnson, David Hetfield, Ed Benning, Gary Brown, Glynn Fackler, Julie Hales-Smith, Mike Hemmingsen, Richard Van Haaften, Robert Johnson, Sidney Grinnell, Valerie Eastman.

Others present: Jason Nordberg and Debby Compton.

B. **Approval of the Minutes of GLS Region V PDC Regular Meeting November 18, 2014**

Motion: Action: Approve, **Moved by** Jeffrey Kelley, **Seconded by** Robert McLaren, to approve the GLS Region V minutes for the meeting held on November 18, 2014 as submitted.

Motion passed unanimously.

(Approved minutes are on file in the GCMPC office)

C. **Approval of the Agenda of GLS Region V Meeting to be held January 27, 2015**

Motion: Action: Approve, **Moved by** Jeffrey Kelley, **Seconded by** John Horvath, to approve the GLS Region V agenda for January 27, 2015 as presented.

Motion passed unanimously.
(Document on file with minutes)

D. **Opportunity for the Public to Address the GLS Region V PDC**

No one spoke at this time.



E. **Communications**

Jason Nordberg introduced the new secretary Debby Compton. He said you will receive emails and calls from her. You may have already started receiving them. Welcome Debby to Region V.

Mr. McLaren introduced Commissioner John Horvath from Shiawassee County.

II. **ACTION ITEMS**

A.  **Financial Report**

1. **Report**

Derek Bradshaw reviewed the budget sheets.

Motion: Action: Approve, **Moved by** Jeffrey Kelley, **Seconded by** Robert McLaren, to approve the Budget Report as presented.

Motion passed unanimously.

(Documents on file with minutes)

2. **Checks**

Derek Bradshaw reviewed checks.

Motion: Action: Approve, **Moved by** Jeffrey Kelley, **Seconded by** Ryan Doyle, to approve the checks in the amount of \$113,297.76 and to authorize the proper authorities to sign the checks.

Motion passed unanimously.


(Documents on file with minutes)

III. **DISCUSSION ITEMS**

A. **MAR Update**

Mr. Bradshaw commented that the big discussion item statewide is the May 5th Sales Tax ballot Proposal. At the last Michigan Association of Regions (MAR) meeting, they did a resolution in support of the sales tax proposal. The membership of MAR had a lengthy discussion. In the end the consensus was that any additional funding for roads is greatly needed.

Statewide that is the biggest topic along with Regional Prosperity.

B.  **Region 6 Regional Prosperity Initiative Update**

Mr. Bradshaw gave a PowerPoint on Regional Prosperity. He stated if you are a county that is looking out for your best interest and trying to get the most you can for your county I think it is a game you want to be in. This initiative has brought in over \$3/4 million in additional funding to this region. Discussion ensued.

 **Status of Hazard Mitigation Plan Updates for Genesee & Lapeer Counties**

Mr. Nordberg stated that we just received notice that FEMA has approved the Genesee County plan. We are waiting for local units to approve the plan for Lapeer County. Once adopted, we can send it to FEMA for final approval.

C.  **Governor's Regional Transit Mobility Initiative Update**

Mr. Nordberg stated we are waiting on one more county to respond to the survey staff sent out regarding Regional Transit Mobility. We will use the surveys to draft a report that will be submitted to MDOT. This will be the 1st phase in several phases over the next few years. As more details become available we will keep you posted.

D.  **Connect: A Vision for High-Speed Fiber in the I-69 Thumb Region**

Mr. Nordberg stated this is one of the plans coming out of Regional Prosperity. The plan will inventory the current fiber network in Region 6, identify gaps in service, and ways to address these gaps. Staff will provide updates as the plan is developed.

IV.  **ANNOUNCEMENTS**

Mr. Bradshaw announced that we have our first intern. He is from the U of M Flint and he is here for about 12 weeks, working 10 to 12 hours a week.

Mr. Bradshaw announced the Annual Report is completed and had copies available.

V.  **ADJOURNMENT**

Motion: Action: Adjourn, **Moved by** Jeffrey Kelley, **Seconded by** Ryan Doyle, to adjourn the meeting.

Motion passed unanimously.

Vice Chairperson Roy adjourned the meeting at 7:15 p.m.

Respectfully submitted,
Debby Compton, Secretary
Genesee County Metropolitan Planning Commission

DRAFT



Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: GLS Region V Planning and Development Commission

FROM: Derek Bradshaw, Fiscal Officer

DATE: March 24, 2015

SUBJECT: Budget Amendment

Staff is requesting to add \$228,750 in 2015 Regional Prosperity funding to the FY2015 Budget. In addition staff is requesting the following highlighted line item changes within the budget.

FY 2015 Region V Budget			
		Original Budget	Amended Budget
35005	Supplies	5,093	6,182.10
35020	Postage	200	200.00
35035	Magazines		-
35350	Supplies, traffic counting	600	600.00
46005	Bank Service Charges	200	200.00
46045	Consultants	119,421	176,189.90
46047	RPI County Leads	7,836	61,272.00
46135	Auditing		-
46205	Service Contracts	200	200.00
46380	Public Relations	14,750	10,000.00
46385	Community Relations	5,000	5,000.00
46395	Printing	100	100.00
46430	Marketing	9,100	13,675.00
46435	Advertising	3,400	3,400.00
46500	Training	300	300.00
46575	Memberships	960	960.00
46595	Consultant, other	65,041	45,422.00
55480	Projects		137,250.00
60005	Travel	750	750.00
65070	Equipment		-
	TOTAL EXPENSES	232951	461,701.00

II A

K:\trans\Region\Region 6 budget and Transfer Memo

**GLS REGION V
BALANCE SHEET
For the period ending February 28, 2015**

ASSETS		
Cash		\$65,256.74
Accounts Receivable		30,585.44
Prepaid Expense		<u>0.00</u>
TOTAL ASSETS		<u>\$95,842.18</u>
LIABILITIES		
Accounts Payable		\$54,238.83
Deferred Revenue		\$26,784.46
FUND BALANCE		
Fund Balance Restricted-Audit		0.00
Fund Balance Restricted-Traffic Counter Supplies		1,641.85
Fund Balance Unrestricted		<u>12,456.99</u>
 TOTAL LIABILITIES, RESERVES, AND FUND BALANCE		 <u>\$95,122.13</u>
Fund Balance, October 1, 2013	14,055.89	
Excess Revenue Over Expenditures	<u>42.95</u>	
Fund Balance, February 28, 2015		<u>14,098.84</u>

EXHIBIT II

GLS REGION V
Due From Other Governmental Units
For the Period October 1, 2014 to February 28, 2015

Due from M.D.O.T.	<u>30,585</u>
Total Due from Other Governmental Units	<u><u>\$30,585</u></u>

EXHIBIT III

GLS REGION V
Statement of Revenue and Expenditures
For the Period October 1, 2014 to February 28, 2015

REVENUE (Exhibit IV)		<u>\$116,069</u>
EXPENDITURES (Exhibit V):		
Supplies	2,222	
Other Operating Charges	106,550	
Travel	-	
Capital Outlay	0	<u>108,772</u>
EXCESS REVENUE OVER/-UNDER EXPENDITURES		<u>\$7,297</u>

GLS REGION V
Revenue Budget Variance Report
For the Period October 1, 2014 to February 28, 2015

<u>Revenue</u>	<u>Total Budget</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Bud Variance</u>	<u>Revenue As % of Total Budget</u>
MDOT-Planning Grant	33,000	9,693	13,750	4,057	29%
MDOT-Asset Management	39,423	7,023	16,426	9,403	18%
MDOT-Rural Task Force	20,000	1,324	8,333	7,009	7%
Hazard Mitigation Grant	22,167	1,148	9,236	8,088	5%
Regional Prosperity Grant 2014	118,361	96,831	49,317	(47,514)	82%
Regional Prosperity Grant 2015	228,750	-	95,313	95,313	0%
Traffic Counting	-	-	-	-	0%
Dues	-	-	-	-	0%
Bank Account Interest	-	29	-	(29)	0%
Misc Revenue	-	20	-	(20)	0%
TOTAL REVENUE	<u>\$461,701</u>	<u>\$116,069</u>	<u>\$192,375</u>	76,306	<u>25%</u>

GLS REGION V
Statement of Expenditures: Actual vs. Budget
For the Period October 1, 2014 to February 28, 2015

	<u>Total Budget</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Bud Variance</u>	<u>Expenditures As % of Total Budget</u>
35005 Supplies	6,182	2,222	1,236.42	(986)	36%
35020 Postage	200	-	40.00	40	0%
35035 Magazines	-	-	-	-	0%
35350 Supplies, traffic counting	600	-	120.00	120	0%
46005 Bank Service Charges	200	12	40.00	28	6%
46045 Consultants	176,190	37,991	35,237.98	(2,753)	22%
46047 RPI County Leads	61,272	7,836	12,254.40	4,418	13%
46135 Auditing	-	-	-	-	0%
46205 Service Contracts	200	-	40.00	40	0%
46380 Public Relations	10,000	-	2,000.00	2,000	0%
46385 Community Relations	5,000	5,000	1,000.00	(4,000)	100%
46395 Printing	100	-	20.00	20	0%
46430 Marketing	13,675	9,100	2,735.00	(6,365)	67%
46435 Advertising	3,400	229	680.00	451	7%
46500 Training	300	-	60.00	60	0%
46575 Memberships	960	960	192.00	(768)	100%
46595 Consultant, other	45,422	45,422	9,084.40	(36,338)	100%
55480 Projects	137,250	-	27,450.00	27,450	0%
60005 Travel	750	-	150.00	150	0%
65070 Equipment	-	-	-	-	0%
TOTAL EXPENSES	<u>\$461,701</u>	<u>\$108,772</u>	<u>92,340.20</u>	<u>(16,431.80)</u>	24%

**GLS REGION V PLANNING DEVELOPMENT COMMISSION
CHECK DISBURSEMENT VOUCHER
MARCH 24, 2015**

PAID TO	DESCRIPTION	CHECK#	AMOUNT
GENESEE CO ROAD COMMISSION-Prepaid	PASER / COSTS	8260	6,207.49
LAPEER COUNTY ROAD COMMISSION-Prepaid	PASER/ COSTS	8261	2,123.27
SHIAWASSEE CO ROAD COMMISSION-Prepaid	PASER/COSTS	8262	1,387.31
DEREK BRADSHAW	GOVERNOR'S SUMMIT	8263	290.00
GCMPC	CONSULTANT COSTS	8264	46,781.83
MICHIGAN TECHNOLOGICAL UNIVERSITY	PASER TRAINING	8265	20.00
THE ARGUS-PRESS COMPANY	PUBLIC NOTICE - RTF	8266	29.00
VIEW NEWSPAPER GROUP	PUBLIC NOTICE - RTF	8267	216.96

TOTAL 57,055.86



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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Anna Pinter, Planner III
Genesee County Metropolitan Planning Commission

DATE: March 24, 2015

SUBJECT: **Region 6 Consulting Services Agreements**

The Region 6 application for 2015 Regional Prosperity Initiative funding was awarded in February at a slightly lower amount than requested, \$228,750. This 8.5% reduction was due to mid-year reductions in state revenue for the 2015 fiscal year. All items in the budget were reduced by 8.5% in order to equal the grant amount.

A portion of the 2015 budget is allocated for the Regional Economic Development Collaboration which will continue the great work started by the six economic development leads for the seven counties. The economic development agencies have acted as county leads in supporting the Region 6 planning process, recruiting participants and coordinating activities and outcomes. The leadership of these agencies has been essential to the high level of participation and coordination in the Regional Prosperity Initiative to this point.

Attached are six consulting services agreements, one for each lead economic development agency in the seven counties (Huron and Sanilac share one economic development agency). The language in the agreements is very similar to the language approved last year.

Staff requests that the GLS Region V Planning and Development Commission approve the Consulting Services Agreements with each of the six economic development agencies.

An Equal Opportunity Organization

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between the Genesee Lapeer Shiawassee Region V Planning and Development Commission (“Region V”), with a principal place of business at 1101 Beach Street, Room 223, Flint, Michigan 48502, and the Flint & Genesee Chamber of Commerce (“Contractor”), with its principal place of business at 519 S. Saginaw Street, Suite 200, Flint, Michigan 48502.

1. **Term of Agreement.** This Agreement will become effective April 1, 2015, expiring December 31, 2015. This Agreement may 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 Region V.
2. **Termination for Cause.** 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 Region V shall not relieve Region V of the obligation of paying Contractor for services rendered prior to the time of termination.
3. **Termination for Convenience.** If Region V or the Contractor determines that it is in their best interests, either party may terminate this Agreement upon thirty (30) days’ written notice to the other party.

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

4. **Services to be Performed.** Contractor agrees to provide to Region V, in general terms, assistance among the areas described below.

Serve as lead economic development agency for Genesee County – support the Regional Prosperity Initiative (RPI) planning process and Partnership Projects, continue to recruit participants, and help to coordinate RPI activities and outcomes in the I-69 Thumb Region (Region 6).

In addition to the services described above, Contractor agrees to provide to Region V specific services described on the addendum hereto.

5. **Payment.** As Consideration for the services to be performed by Contractor, Region V agrees to pay Contractor in accordance with the terms set forth on the addendum attached hereto. Such payments by Region V to Contractor will cover all expenses

incurred by Contractor pursuant to this Agreement, unless otherwise specified in the addendum, including, but not limited to automobile and other travel expense within the local geographic area of the assignment, travel time, meals, telephone and cell phone expense, 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 Region V, Contractor will honor such request provided Region V agrees, in advance, to pay the direct costs incurred by Contractor as a result of such travel.

6. **Terms of Payment.** Contractor shall invoice Region V as set forth in the addendum hereto, for services rendered and Region V agrees to pay Contractor promptly pursuant to the terms set forth in the attached addendum.
7. **Special Projects and Expenses.** Special projects, outside specified services to be performed must be approved in advance, in writing, by both Region V and Contractor.
8. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.
9. **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 Region V. In its capacity as an independent contractor, Contractor agrees to and represents 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 the 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 Region V shall not hire, supervise or pay any assistants to assist Contractor.
 - Neither Contractor or Contractor's employees or contract personnel shall receive any training from Region V 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 Region V 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 Region V.

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

10. **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.

11. **State and Federal Taxes.** Region V will not:

- Withhold FICA (Social Security and Medicare taxes) from Contactor's payments or make FICA payments on Contractor's behalf,
- Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from the Service's Fees.
- Contractor shall pay all taxes incurred while performing services under this Agreement, including applicable income taxes and any applicable FICA taxes, including any self employment taxes.

12. **Fringe Benefits.** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Region V.

13. **Worker's Compensation.** Region V shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Region V with a certificate of worker's compensation insurance before the employees begin the work.

14. **Unemployment Compensation.** Region V shall not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. In the event Contractor files petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Region V under this Agreement.

15. **Entire Agreement.** This is the entire Agreement between Contractor and Region V.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

17. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Region V without Region V's prior written permission except to the extent necessary to perform services on Region V's behalf. Proprietary or confidential information includes:

- the written, printed, graphic or electronically recorded materials furnished by Region V for Contractor to use, and
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, and
- information belonging to customers and suppliers of Region V about whom Contractor gained knowledge as a result of Contractor's services to Region V. Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction, or which is rightfully in the possession or control of Contractor from sources other than Region V. Upon termination of Contractor's services to Region V, or at Region V's request, Contractor shall deliver to Region V all materials in Contractor's possession relating to Region V's business.
- The Covenant agreements in this paragraph shall survive the termination (for any reason) or breach of this Agreement.

18. **Limit on Liability.** Region V understands and agrees Contractor is providing, directly or through its sub-contractor, consulting services. Implementation by Region V of any recommendations made by Contractor pursuant to the terms of this Agreement is at the sole discretion of Region V and at the sole cost and expense of Region V. Region V 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 Region V to Contractor, at any time, pursuant to the terms of this Agreement.

19. **Contractor's Retained Right to Disclose Relationship Between Region V and Contractor to Third Parties.** Contractor retains the right to disclose the fact that Region V entered into this Agreement with Contractor. Contractor may desire to disclose further positive details concerning results obtained by Region V as a result of Region V entering into this Agreement with Contractor. In such case, Contractor will disclose to Region V what information it desires to disclose to third-parties or to use in various promotional materials and Region V will have the opportunity to comment on and approve the same. In such case, Contractor will provide to Region V the information it wishes to disclose to third-parties or utilize in its promotional materials. Region V 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 Region V and Region V does not respond to Contractor within thirty (30) days, Contractor will continue to retain the right to disclose the fact that Region V entered

into the Agreement with Contractor.

20. **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 Region V 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 the 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.
21. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.
22. **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 or certified mail, postage prepaid, return receipt requested; or sent by an overnight express courier service that provides written confirmation of delivery, to Region V at 1101 Beach Street, Room 223, Flint, Michigan 48502 and to Contractor at 519 S. Saginaw Street, Suite 200, Flint, Michigan 48502. Each such notice or other communication 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 States Postal Service's return receipt. Any party to this Agreement may give a notice of change of its address to the other party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signatures:

Genesee Lapeer Shiawassee Region V Planning and Development Commission

By: _____

Date: _____

Flint & Genesee Chamber of Commerce

By: _____

Date: _____

Addendum

Project Deliverables:


- Representation, input, and projects representing the concerns of Genesee County, relevant to the region
- Complete successful Partnership Projects, specifically those focused on economic development activities

Project Tasks:

- Provide general consultation and support to Region V regarding the RPI Partnership Projects
- Support the recruitment and selection of any contracted planning consultant
- Maximize leveraged resources
 - Coordinate RP planning and project activities in cooperation with Region V
 - Provide existing research and data relevant for regional economic growth
 - Help to align regional projects and economic opportunities already funded and underway in Region 6
- Recruitment and convening of required partners from Genesee County
- Serve as liaison with the I-69 International Trade Corridor Next Michigan Development Corporation and other regional entities

Project Schedule:

These Project Tasks will occur throughout the planning process (April – December, 2015) and in compliance with the Project Timeline provided here:

Regional Prosperity Grant Timeline Region 6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Steering Committee Meetings	M		M		M		M		M
Partnership Projects - Subcommittees	F	M/I		M		M		M	C
Joint Project Implementation - Workforce		M/I		M		M		M	C
Regional Economic Develop Collaboration		M/I		M		M		M	C
Marketing Services / Communication Support									

M = Meeting

F = Form Subcommittees

I = Identify Projects

C = Project Completion

Project Cost:

Economic Development Support Genesee County - \$20,130

Project Payment Schedule:

Within 30 days of signature - \$6,710.00	(Invoice and summary due by April 30, 2015)
July 31, 2015 - \$6,710.00	(Invoice and summary due by July 17, 2015)
November 20, 2015 - \$6,710.00	(Invoice and summary due by November 6, 2015)

Payment requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory submission of payment request, funds will be remitted within 30 days.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between the Genesee Lapeer Shiawassee Region V Planning and Development Commission (“Region V”), with a principal place of business at 1101 Beach Street, Room 223, Flint, Michigan 48502, and the Huron County Economic Development Corporation (“Contractor”), with its principal place of business at 250 E. Huron Avenue #303, Bad Axe, Michigan 48413.

1. **Term of Agreement.** This Agreement will become effective April 1, 2015, expiring December 31, 2015. This Agreement may 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 Region V.
2. **Termination for Cause.** 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 Region V shall not relieve Region V of the obligation of paying Contractor for services rendered prior to the time of termination.
3. **Termination for Convenience.** If Region V or the Contractor determines that it is in their best interests, either party may terminate this Agreement upon thirty (30) days’ written notice to the other party.

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

4. **Services to be Performed.** Contractor agrees to provide to Region V, in general terms, assistance among the areas described below.

Serve as lead economic development agency for Huron County and Sanilac County – support the Regional Prosperity Initiative (RPI) planning process and Partnership Projects, continue to recruit participants and help to coordinate the RPI activities and outcomes in the I-69 Thumb Region (Region 6).

In addition to the services described above, Contractor agrees to provide to Region V specific services described on the addendum hereto.

5. **Payment.** As Consideration for the services to be performed by Contractor, Region V agrees

to pay Contractor in accordance with the terms set forth on the addendum attached hereto. Such payments by Region V to Contractor will cover all expenses incurred by Contractor pursuant to this Agreement, unless otherwise specified in the addendum, including, but not limited to automobile and other travel expense within the local geographic area of the assignment, travel time, meals, telephone and cell phone expense, 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 Region V, Contractor will honor such request provided Region V agrees, in advance, to pay the direct costs incurred by Contractor as a result of such travel.

6. **Terms of Payment.** Contractor shall invoice Region V as set forth in the addendum hereto, for services rendered and Region V agrees to pay Contractor promptly pursuant to the terms set forth in the attached addendum.
7. **Special Projects and Expenses.** Special projects, outside specified services to be performed must be approved in advance, in writing, by both Region V and Contractor.
8. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.
9. **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 Region V. In its capacity as an independent contractor, Contractor agrees to and represents 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 the 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 Region V shall not hire, supervise or pay any assistants to assist Contractor.
 - Neither Contractor or Contractor's employees or contract personnel shall receive any training from Region V 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 Region V 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 Region V.

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

10. 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.

11. State and Federal Taxes. Region V will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from the Service's Fees.
- Contractor shall pay all taxes incurred while performing services under this Agreement, including applicable income taxes and any applicable FICA taxes, including any self employment taxes.

12. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Region V.

13. Worker's Compensation. Region V shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Region V with a certificate of worker's compensation insurance before the employees begin the work.

14. Unemployment Compensation. Region V shall not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. In the event Contractor files petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Region V under this Agreement.

15. Entire Agreement. This is the entire Agreement between Contractor and Region V.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

17. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Region V without Region V's prior written permission except to the extent necessary to perform services on Region V's behalf. Proprietary or confidential information includes:

- the written, printed, graphic or electronically recorded materials furnished by Region V for Contractor to use, and
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, and
- information belonging to customers and suppliers of Region V about whom Contractor gained knowledge as a result of Contractor's services to Region V. Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction, or which is rightfully in the possession or control of Contractor from sources other than Region V. Upon termination of Contractor's services to Region V, or at Region V's request, Contractor shall deliver to Region V all materials in Contractor's possession relating to Region V's business.
- The Covenant agreements in this paragraph shall survive the termination (for any reason) or breach of this Agreement.

18. **Limit on Liability.** Region V understands and agrees Contractor is providing, directly or through its sub-contractor, consulting services. Implementation by Region V of any recommendations made by Contractor pursuant to the terms of this Agreement, is at the sole discretion of Region V and at the sole cost and expense of Region V. Region V 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 Region V to Contractor, at any time, pursuant to the terms of this Agreement.

19. **Contractor's Retained Right to Disclose Relationship Between Region V and Contractor to Third Parties.** Contractor retains the right to disclose the fact that Region V entered into this Agreement with Contractor. Contractor may desire to disclose further positive details concerning results obtained by Region V as a result of Region V entering into this Agreement with Contractor. In such case, Contractor will disclose to Region V what information it desires to disclose to third-parties or to use in various promotional materials and Region V will have the opportunity to comment on and approve the same. In such case, Contractor will provide to Region V the information it wishes to disclose to third-parties or utilize in its promotional materials. Region V 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 Region V and Region V does not respond to Contractor within thirty (30) days, Contractor will continue to retain the right to disclose the fact that Region V entered into the Agreement with Contractor.

20. **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 Region V 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 the 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.
21. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.
22. **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 or certified mail, postage prepaid, return receipt requested; or sent by an overnight express courier service that provides written confirmation of delivery, to Region V at 1101 Beach Street, Room 223, Flint, Michigan 48502 and to Contractor at 250 E. Huron Avenue #303, Bad Axe, Michigan 48413. Each such notice or other communication 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 States Postal Service's return receipt. Any party to this Agreement may give a notice of change of its address to the other party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signatures:

Genesee Lapeer Shiawassee Region V Planning and Development Commission

By: _____

Date: _____

Huron County Economic Development Corporation

By: _____

Date: _____

Addendum

Project Deliverables:


- Representation, input, and projects representing the concerns of Huron County and Sanilac County, relevant to the region
- Complete successful Partnership Projects, specifically those focused on economic development activities

Project Tasks:

- Provide general consultation and support to Region V regarding the RPI Partnership Projects
- Support the recruitment and selection of any contracted planning consultant
- Maximize leveraged resources
 - Coordinate planning and project activities in cooperation with Region V
 - Provide existing research and data relevant for regional economic growth
 - Help to align regional projects and economic opportunities already funded and underway in Region 6
- Recruitment and convening of required partners from Huron County and Sanilac County
- Serve as liaison with other regional entities

Project Schedule:

These Project Tasks will occur throughout the planning process (April – December, 2015) and in compliance with the Project Timeline provided here:

Regional Prosperity Grant Timeline Region 6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Steering Committee Meetings	M		M		M		M		M
Partnership Projects - Subcommittees	F	M/I		M		M		M	C
Joint Project Implementation - Workforce		M/I		M		M		M	C
Regional Economic Develop Collaboration		M/I		M		M		M	C
Marketing Services / Communication Support									

M = Meeting

F = Form Subcommittees

I = Identify Projects

C = Project Completion

Project Cost:

Economic Development Support Huron County - \$2,562
Economic Development Support Sanilac County - \$3,203
Total - \$5,765

Project Payment Schedule:

Within 30 days of signature - \$1,921.00	(Invoice and summary due by April 30, 2015)
July 31, 2015 - \$1,921.00	(Invoice and summary due by July 17, 2015)
November 20, 2015 - \$1,923.00	(Invoice and summary due by November 6, 2015)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory submission of payment request, funds will be remitted within 30 days.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between the Genesee Lapeer Shiawassee Region V Planning and Development Commission (“Region V”), with a principal place of business at 1101 Beach Street, Room 223, Flint, Michigan 48502, and the Lapeer Development Corporation (“Contractor”), with its principal place of business at 449 McCormick Drive, Lapeer, Michigan 48446.

1. **Term of Agreement.** This Agreement will become effective April 1, 2015, expiring December 31, 2015. This Agreement may 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 Region V.
2. **Termination for Cause.** 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 Region V shall not relieve Region V of the obligation of paying Contractor for services rendered prior to the time of termination.
3. **Termination for Convenience.** If Region V or the Contractor determines that it is in their best interests, either party may terminate this Agreement upon thirty (30) days’ written notice to the other party.

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Serve as lead economic development agency for Lapeer County – support the Regional Prosperity Initiative (RPI) planning process and Partnership Projects, continue to recruit participants, and help to coordinate RPI activities and outcomes in the I-69 Thumb Region (Region 6).

In addition to the services described above, Contractor agrees to provide to Region V specific services described on the addendum hereto.

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8. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.
9. **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 Region V. In its capacity as an independent contractor, Contractor agrees to and represents the following:
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 - 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.
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 - Neither Contractor or Contractor's employees or contract personnel shall be required by Region V 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

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

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16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

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- the written, printed, graphic or electronically recorded materials furnished by Region V for Contractor to use, and
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, and
- information belonging to customers and suppliers of Region V about whom Contractor gained knowledge as a result of Contractor's services to Region V. Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction, or which is rightfully in the possession or control of Contractor from sources other than Region V. Upon termination of Contractor's services to Region V, or at Region V's request, Contractor shall deliver to Region V all materials in Contractor's possession relating to Region V's business.
- The Covenant agreements in this paragraph shall survive the termination (for any reason) or breach of this Agreement.

18. **Limit on Liability.** Region V understands and agrees Contractor is providing, directly or through its sub-contractor, consulting services. Implementation by Region V of any recommendations made by Contractor pursuant to the terms of this Agreement, is at the sole discretion of Region V and at the sole cost and expense of Region V. Region V 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 Region V to Contractor, at any time, pursuant to the terms of this Agreement.

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promotional materials. In the event Contractor provides such materials to Region V and Region V does not respond to Contractor within thirty (30) days, Contractor will continue to retain the right to disclose the fact that Region V entered into the Agreement with Contractor.

20. **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 Region V 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 the 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.
21. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.
22. **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 or certified mail, postage prepaid, return receipt requested; or sent by an overnight express courier service that provides written confirmation of delivery, to Region V at 1101 Beach Street, Room 223, Flint, Michigan 48502 and to Contractor at 449 McCormick Drive, Lapeer, Michigan 48446. Each such notice or other communication 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 States Postal Service's return receipt. Any party to this Agreement may give a notice of change of its address to the other party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signatures:

Genesee Lapeer Shiawassee Region V Planning and Development Commission

By: _____

Date: _____

Lapeer Development Corporation

By: _____

Date: _____

Addendum

Project Deliverables:


- Representation, input, and projects representing the concerns of Lapeer County, relevant to the region
- Complete successful Partnership Projects, specifically those focused on economic development activities

Project Tasks:

- Provide general consultation and support to Region V regarding the RPI Partnership Projects
- Support the recruitment and selection of any contracted planning consultant
- Maximize leveraged resources
 - Coordinate planning and projects activities in cooperation with Region V
 - Provide existing research and data relevant for regional economic growth
 - Help to align regional projects and economic opportunities already funded and underway in Region 6
- Recruitment and convening of required partners from Lapeer County
- Serve as liaison with the I-69 International Trade Corridor Next Michigan Development Corporation and other regional entities

Project Schedule:

These Project Tasks will occur throughout the planning process (April – December, 2015) and in compliance with the Project Timeline provided here:

Regional Prosperity Grant Timeline Region 6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Steering Committee Meetings	M		M		M		M		M
Partnership Projects - Subcommittees	F	M/I		M		M		M	C
Joint Project Implementation - Workforce		M/I		M		M		M	C
Regional Economic Develop Collaboration		M/I		M		M		M	C
Marketing Services / Communication Support									

M = Meeting

F = Form Subcommittees

I = Identify Projects

C = Project Completion

Project Cost:

Economic Development Support Lapeer County - \$6,405

Project Payment Schedule:

Within 30 days of signature - \$2,135.00 (Invoice and summary due by April 30, 2015)

July 31, 2015 - \$2,135.00 (Invoice and summary due by July 17, 2015)

November 20, 2015 - \$2,135.00 (Invoice and summary due by November 6, 2015)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory submission of payment request, funds will be remitted within 30 days.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between the Genesee Lapeer Shiawassee Region V Planning and Development Commission (“Region V”), with a principal place of business at 1101 Beach Street, Room 223, Flint, Michigan 48502, and the Shiawassee Economic Development Partnership (“Contractor”), with its principal place of business at 215 N. Water Street, Suite B, Owosso, Michigan 48867.

1. **Term of Agreement.** This Agreement will become effective April 1, 2015, expiring December 31, 2015. This Agreement may 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 Region V.
2. **Termination for Cause.** 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 Region V shall not relieve Region V of the obligation of paying Contractor for services rendered prior to the time of termination.
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Region V shall pay for all work properly performed up to the effective date of the notice of termination.

4. **Services to be Performed.** Contractor agrees to provide to Region V, in general terms, assistance among the areas described below.

Serve as lead economic development agency for Shiawassee County – support the Regional Prosperity Initiative (RPI) planning process and Partnership Projects, continue to recruit participants, and help to coordinate RPI activities and outcomes in the I-69 Thumb Region (Region 6).

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 - 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.
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time to the Services as is necessary to perform them in a competent, thorough and professional manner

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- Contractor shall pay all taxes incurred while performing services under this Agreement, including applicable income taxes and any applicable FICA taxes, including any self employment taxes.

12. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Region V.

13. Worker's Compensation. Region V shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Region V with a certificate of worker's compensation insurance before the employees begin the work.

14. Unemployment Compensation. Region V shall not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. In the event Contractor files petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Region V under this Agreement.

15. Entire Agreement. This is the entire Agreement between Contractor and Region V.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

17. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Region V without Region V's prior written permission except to the extent necessary to perform services on Region V's behalf. Proprietary or confidential information includes:

- the written, printed, graphic or electronically recorded materials furnished by Region V for Contractor to use, and
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, and
- information belonging to customers and suppliers of Region V about whom Contractor gained knowledge as a result of Contractor's services to Region V. Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction, or which is rightfully in the possession or control of Contractor from sources other than Region V. Upon termination of Contractor's services to Region V, or at Region V's request, Contractor shall deliver to Region V all materials in Contractor's possession relating to Region V's business.
- The Covenant agreements in this paragraph shall survive the termination (for any reason) or breach of this Agreement.

18. **Limit on Liability.** Region V understands and agrees Contractor is providing, directly or through its sub-contractor, consulting services. Implementation by Region V of any recommendations made by Contractor pursuant to the terms of this Agreement, is at the sole discretion of Region V and at the sole cost and expense of Region V. Region V 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 Region V to Contractor, at any time, pursuant to the terms of this Agreement.

19. **Contractor's Retained Right to Disclose Relationship Between Region V and Contractor to Third Parties.** Contractor retains the right to disclose the fact that Region V entered into this Agreement with Contractor. Contractor may desire to disclose further positive details concerning results obtained by Region V as a result of Region V entering into this Agreement with Contractor. In such case, Contractor will disclose to Region V what information it desires to disclose to third-parties or to use in various promotional materials and Region V will have the opportunity to comment on and approve the same. In such case, Contractor will provide to Region V the information it wishes to disclose to third-parties or utilize in its promotional materials. Region V 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 Region V and Region V does not respond to Contractor within thirty (30) days, Contractor will continue to retain the right to disclose the fact that Region V entered into the Agreement with Contractor.

20. **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 Region V 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 the 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.
21. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.
22. **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 or certified mail, postage prepaid, return receipt requested; or sent by an overnight express courier service that provides written confirmation of delivery, to Region V at 1101 Beach Street, Room 223, Flint, Michigan 48502 and to Contractor at 215 N. Water Street, Suite B, Owosso, Michigan 48867. Each such notice or other communication 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 States Postal Service's return receipt. Any party to this Agreement may give a notice of change of its address to the other party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signatures:

Genesee Lapeer Shiawassee Region V Planning and Development Commission

By: _____

Date: _____

Shiawassee Economic Development Partnership

By: _____

Date: _____

Addendum

Project Deliverables:

- Representation, input and projects representing the concerns of Shiawassee County, relevant to the region
- Complete successful Partnership Projects, specifically those focused on economic development activities

Project Tasks:

- Provide general consultation and support to Region V regarding the RPI Partnership Projects
- Support the recruitment and selection of any contracted consultant
- Maximize leveraged resources
 - Coordinate planning and project activities in cooperation with Region V
 - Provide existing research and data relevant for regional economic growth
 - Help to align regional projects and economic opportunities already funded and underway in Region 6
- Recruitment and convening of required partners from Shiawassee County
- Serve as liaison with the I-69 International Trade Corridor Next Michigan Development Corporation and other regional entities

Project Schedule:

These Project Tasks will occur throughout the duration of the grant (April – December, 2015) and in compliance with the Project Timeline provided here:

Regional Prosperity Grant Timeline Region 6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Steering Committee Meetings	M		M		M		M		M
Partnership Projects - Subcommittees	F	M/I		M		M		M	C
Joint Project Implementation - Workforce		M/I		M		M		M	C
Regional Economic Develop Collaboration		M/I		M		M		M	C
Marketing Services / Communication Support									

M = Meeting

F = Form Subcommittees

I = Identify Projects

C = Project Completion

Project Cost:

Economic Development Support Shiawassee County - \$5,124.00

Project Payment Schedule:

Within 30 days of signature - \$1,708.00 (Invoice and summary due by April 30, 2015)

July 31, 2015 - \$1,708.00 (Invoice and summary due by July 17, 2015)

November 20, 2015 - \$1,708.00 (Invoice and summary due by November 6, 2015)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory submission of payment request, funds will be remitted within 30 days.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between the Genesee Lapeer Shiawassee Region V Planning and Development Commission (“Region V”), with a principal place of business at 1101 Beach Street, Room 223, Flint, Michigan 48502, and the Economic Development Alliance of St. Clair County (“Contractor”), with its principal place of business at 735 Erie Street, Suite 250, Port Huron, Michigan 48060.

1. **Term of Agreement.** This Agreement will become effective April 1, 2015, expiring December 31, 2015. This Agreement may 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 Region V.
2. **Termination for Cause.** 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 Region V shall not relieve Region V of the obligation of paying Contractor for services rendered prior to the time of termination.
3. **Termination for Convenience.** If Region V or the Contractor determines that it is in their best interests, either party may terminate this Agreement upon thirty (30) days’ written notice to the other party.

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

4. **Services to be Performed.** Contractor agrees to provide to Region V, in general terms, assistance among the areas described below.

Serve as lead economic development agency for St. Clair County – support the Regional Prosperity Initiative (RPI) planning process and Partnership Projects, continue to recruit participants, and help to coordinate RPI activities and outcomes in the I-69 Thumb Region (Region 6).

In addition to the services described above, Contractor agrees to provide to Region V specific services described on the addendum hereto.

5. **Payment.** As Consideration for the services to be performed by Contractor, Region V agrees

to pay Contractor in accordance with the terms set forth on the addendum attached hereto. Such payments by Region V to Contractor will cover all expenses incurred by Contractor pursuant to this Agreement, unless otherwise specified in the addendum, including, but not limited to automobile and other travel expense within the local geographic area of the assignment, travel time, meals, telephone and cell phone expense, 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 Region V, Contractor will honor such request provided Region V agrees, in advance, to pay the direct costs incurred by Contractor as a result of such travel.

6. **Terms of Payment.** Contractor shall invoice Region V as set forth in the addendum hereto, for services rendered and Region V agrees to pay Contractor promptly pursuant to the terms set forth in the attached addendum.
7. **Special Projects and Expenses.** Special projects, outside specified services to be performed must be approved in advance, in writing, by both Region V and Contractor.
8. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.
9. **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 Region V. In its capacity as an independent contractor, Contractor agrees to and represents 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 the 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 Region V shall not hire, supervise or pay any assistants to assist Contractor.
 - Neither Contractor or Contractor's employees or contract personnel shall receive any training from Region V 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 Region V 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 Region V.

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

10. 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.

11. State and Federal Taxes. Region V will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from the Service's Fees.
- Contractor shall pay all taxes incurred while performing services under this Agreement, including applicable income taxes and any applicable FICA taxes, including any self employment taxes.

12. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Region V.

13. Worker's Compensation. Region V shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Region V with a certificate of worker's compensation insurance before the employees begin the work.

14. Unemployment Compensation. Region V shall not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. In the event Contractor files petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Region V under this Agreement.

15. Entire Agreement. This is the entire Agreement between Contractor and Region V.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

17. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Region V without Region V's prior written permission except to the extent necessary to perform services on Region V's behalf. Proprietary or confidential information includes:

- the written, printed, graphic or electronically recorded materials furnished by Region V for Contractor to use, and
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, and
- information belonging to customers and suppliers of Region V about whom Contractor gained knowledge as a result of Contractor's services to Region V. Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction, or which is rightfully in the possession or control of Contractor from sources other than Region V. Upon termination of Contractor's services to Region V, or at Region V's request, Contractor shall deliver to Region V all materials in Contractor's possession relating to Region V's business.
- The Covenant agreements in this paragraph shall survive the termination (for any reason) or breach of this Agreement.

18. **Limit on Liability.** Region V understands and agrees Contractor is providing, directly or through its sub-contractor, consulting services. Implementation by Region V of any recommendations made by Contractor pursuant to the terms of this Agreement, is at the sole discretion of Region V and at the sole cost and expense of Region V. Region V 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 Region V to Contractor, at any time, pursuant to the terms of this Agreement.

19. **Contractor's Retained Right to Disclose Relationship Between Region V and Contractor to Third Parties.** Contractor retains the right to disclose the fact that Region V entered into this Agreement with Contractor. Contractor may desire to disclose further positive details concerning results obtained by Region V as a result of Region V entering into this Agreement with Contractor. In such case, Contractor will disclose to Region V what information it desires to disclose to third-parties or to use in various promotional materials and Region V will have the opportunity to comment on and approve the same. In such case, Contractor will provide to Region V the information it wishes to disclose to third-parties or utilize in its promotional materials. Region V 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 Region V and Region V does not respond to Contractor within thirty (30) days, Contractor will continue to retain the right to disclose the fact that Region V entered into the Agreement with Contractor.

20. **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 Region V 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 the 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.

21. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

22. **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 or certified mail, postage prepaid, return receipt requested; or sent by an overnight express courier service that provides written confirmation of delivery, to Region V at 1101 Beach Street, Room 223, Flint, Michigan 48502 and to Contractor at 735 Erie Street, Suite 250, Port Huron, Michigan 48060. Each such notice or other communication 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 States Postal Service's return receipt. Any party to this Agreement may give a notice of change of its address to the other party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signatures:

Genesee Lapeer Shiawassee Region V Planning and Development Commission

By: _____

Date: _____

Economic Development Alliance of St. Clair County

By: _____

Date: _____

Addendum

Project Deliverables:

- Representation, input, and projects representing the concerns of St. Clair County, relevant to the region
- Complete successful Partnership Projects, specifically those focused on economic development activities

Project Tasks:

- Provide general consultation and support to Region V regarding the RPI Partnership Projects
- Support the recruitment and selection of contracted planning consultant
- Maximize leveraged resources
 - Coordinate planning and project activities cooperation with Region V
 - Provide existing research and data relevant for regional economic growth
 - Help to align regional projects and economic opportunities already funded and underway in Region 6
- Recruitment and convening of required partners from St. Clair County
- Serve as liaison with the I-69 International Trade Corridor Next Michigan Development Corporation and other regional entities

Project Schedule:

These Project Tasks will occur throughout the planning process (April – December, 2015) and in compliance with the Project Timeline provided here:

Regional Prosperity Grant Timeline Region 6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Steering Committee Meetings	M		M		M		M		M
Partnership Projects - Subcommittees	F	M/I		M		M		M	C
Joint Project Implementation - Workforce		M/I		M		M		M	C
Regional Economic Develop Collaboration		M/I		M		M		M	C
Marketing Services / Communication Support									

M = Meeting

F = Form Subcommittees

I = Identify Projects

C = Project Completion

Project Cost:

Economic Development Support St. Clair County - \$12,169

Project Payment Schedule:

Within 30 days of signature - \$4,056.00 (Invoice and summary due by April 30, 2015)

July 31, 2015 - \$4,056.00 (Invoice and summary due by July 17, 2015)

November 20, 2015 - \$4,057.00 (Invoice and summary due by November 6, 2015)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory submission of payment request, funds will be remitted within 30 days.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between the Genesee Lapeer Shiawassee Region V Planning and Development Commission (“Region V”), with a principal place of business at 1101 Beach Street, Room 223, Flint, Michigan 48502, and the Tuscola County Economic Development Corporation (“Contractor”), with its principal place of business at 429 N. State Street, Suite 102, Caro, Michigan 48723.

1. **Term of Agreement.** This Agreement will become effective April 1, 2015, expiring December 31, 2015. This Agreement may 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 Region V.
2. **Termination for Cause.** 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 Region V shall not relieve Region V of the obligation of paying Contractor for services rendered prior to the time of termination.
3. **Termination for Convenience.** If Region V or the Contractor determines that it is in their best interests, either party may terminate this Agreement upon thirty (30) days’ written notice to the other party.

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

4. **Services to be Performed.** Contractor agrees to provide to Region V, in general terms, assistance among the areas described below.

Serve as lead economic development agency for Tuscola County – support the Regional Prosperity Initiative (RPI) planning process and Partnership Projects, continue to recruit participants, and help to coordinate RPI activities and outcomes in the I-69 Thumb Region (Region 6).

In addition to the services described above, Contractor agrees to provide to Region V specific services described on the addendum hereto.

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to pay Contractor in accordance with the terms set forth on the addendum attached hereto. Such payments by Region V to Contractor will cover all expenses incurred by Contractor pursuant to this Agreement, unless otherwise specified in the addendum, including, but not limited to automobile and other travel expense within the local geographic area of the assignment, travel time, meals, telephone and cell phone expense, 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 Region V, Contractor will honor such request provided Region V agrees, in advance, to pay the direct costs incurred by Contractor as a result of such travel.

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 - 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 the 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 Region V shall not hire, supervise or pay any assistants to assist Contractor.
 - Neither Contractor or Contractor's employees or contract personnel shall receive any training from Region V 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 Region V 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 Region V.

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

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- Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from the Service's Fees.
- Contractor shall pay all taxes incurred while performing services under this Agreement, including applicable income taxes and any applicable FICA taxes, including any self employment taxes.

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- the written, printed, graphic or electronically recorded materials furnished by Region V for Contractor to use, and
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, and
- information belonging to customers and suppliers of Region V about whom Contractor gained knowledge as a result of Contractor's services to Region V. Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction, or which is rightfully in the possession or control of Contractor from sources other than Region V. Upon termination of Contractor's services to Region V, or at Region V's request, Contractor shall deliver to Region V all materials in Contractor's possession relating to Region V's business.
- The Covenant agreements in this paragraph shall survive the termination (for any reason) or breach of this Agreement.

18. **Limit on Liability.** Region V understands and agrees Contractor is providing, directly or through its sub-contractor, consulting services. Implementation by Region V of any recommendations made by Contractor pursuant to the terms of this Agreement, is at the sole discretion of Region V and at the sole cost and expense of Region V. Region V 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 Region V to Contractor, at any time, pursuant to the terms of this Agreement.

19. **Contractor's Retained Right to Disclose Relationship Between Region V and Contractor to Third Parties.** Contractor retains the right to disclose the fact that Region V entered into this Agreement with Contractor. Contractor may desire to disclose further positive details concerning results obtained by Region V as a result of Region V entering into this Agreement with Contractor. In such case, Contractor will disclose to Region V what information it desires to disclose to third-parties or to use in various promotional materials and Region V will have the opportunity to comment on and approve the same. In such case, Contractor will provide to Region V the information it wishes to disclose to third-parties or utilize in its promotional materials. Region V 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 Region V and Region V does not respond to Contractor within thirty (30) days, Contractor will continue to retain the right to disclose the fact that Region V entered into the Agreement with Contractor.

20. **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 Region V 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 the 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.

21. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

22. **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 or certified mail, postage prepaid, return receipt requested; or sent by an overnight express courier service that provides written confirmation of delivery, to Region V at 1101 Beach Street, Room 223, Flint, Michigan 48502 and to Contractor at 429 N. State Street, Suite 102, Caro, Michigan 48723. Each such notice or other communication 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 States Postal Service's return receipt. Any party to this Agreement may give a notice of change of its address to the other party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Signatures:

Genesee Lapeer Shiawassee Region V Planning and Development Commission

By: _____

Date: _____

Tuscola County Economic Development Corporation

By: _____

Date: _____

Addendum

Project Deliverables:

- Representation, input, and projects representing the concerns of Tuscola County, relevant to the region
- Complete successful Partnership Projects, specifically those focused on economic development activities

Project Tasks:

- Provide general consultation and support to Region V regarding the RPI Partnership Projects
- Support the recruitment and selection of any contracted planning consultant
- Maximize leveraged resources
 - Coordinate planning and project activities in cooperation with Region V
 - Provide existing research and data relevant for regional economic growth
 - Help to align regional projects and economic opportunities already funded and underway in Region 6
- Recruitment and convening of required partners from Tuscola County
- Serve as liaison with other regional entities

Project Schedule:

These Project Tasks will occur throughout the planning process (April – December, 2015) and in compliance with the Project Timeline provided here:

Regional Prosperity Grant Timeline Region 6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Steering Committee Meetings	M		M		M		M		M
Partnership Projects - Subcommittees	F	M/I		M		M		M	C
Joint Project Implementation - Workforce		M/I		M		M		M	C
Regional Economic Develop Collaboration		M/I		M		M		M	C
Marketing Services / Communication Support									

M = Meeting

F = Form Subcommittees

I = Identify Projects

C = Project Completion

Project Cost:

Economic Development Support Tuscola County - \$3,843

Project Payment Schedule:

Within 30 days of signature - \$1,281.00	(Invoice and summary due by April 30, 2015)
July 31, 2015 - \$1,281.00	(Invoice and summary due by July 17, 2015)
November 20, 2015 - \$1,281.00	(Invoice and summary due by November 6, 2015)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory submission of payment request, funds will be remitted within 30 days.



Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

ROOM 223 – 1101 BEACH STREET
TELEPHONE (810) 257-3010

FLINT, MICHIGAN 48502-1470
FAX (810) 257-3185

DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Anna Pinter, Planner III
Genesee County Metropolitan Planning Commission

DATE: March 24, 2015

SUBJECT: **Region 6 Regional Prosperity Initiative Update**

At the March 12th Region 6 Steering Committee meeting two economic development focused partnership projects were approved. The projects were 1) to develop a craft agriculture strategy for Region 6 and 2) create a multi-faceted approach to address the lack of available square footage in Region 6. The details of both projects are still being determined, but the craft agriculture strategy is likely to include enhancement of the Food and Farm Trail that the Huron EDC has developed.

Staff will be working with key representatives from the education and workforce sectors to determine an education focused partnership projects(s) during March and early April.

Staff continued to do GIS Analysis using maps of fiber networks, employment, and broadband availability. These maps were used to identify gaps in broadband coverage in Region 6, and industries and locations that should be targeted for future fiber deployment. A draft Fiber Optics Report will be presented at the March 18th Fiber Optics Meeting at the Lapeer County Health Department.

An additional I-69 Thumb Region Steering Committee meeting was added to the schedule for April 9, 2015 at the Lapeer County Health Department. Staff anticipates requesting the Steering Committee's approval of the education partnership project at that time.

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Christine A. Durgan, Assistant Director
Genesee County Metropolitan Planning Commission

DATE: March 24, 2015

SUBJECT: Status of Hazard Mitigation Plan Updates for Genesee and Lapeer Counties

The Hazard Mitigation Plan Updates for Genesee and Lapeer Counties are in the final stages of completion.

All Genesee County local units of government adopted the Genesee County Hazard Mitigation Plan Update. Staff received final approval from FEMA. All Genesee County jurisdictions are covered under the Plan and eligible to apply for funding.

Staff has received 22 signed resolutions from Lapeer County and its local units of government. Staff will continue working with the remaining six communities to make sure that the Plan Update is adopted and can be sent to FEMA for final approval.

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Jason Nordberg, Principal Planner
Genesee County Metropolitan Planning Commission

DATE: March 24, 2015

SUBJECT: **Governor's Regional Transit Mobility Initiative Update**

In February MDOT provided updated instructions for conducting phase 1 of the Governor's Regional Transit Mobility Initiative. The work in phase 1, which is to document the current knowledge of regional transit mobility, will be conducted by Regional Planning Agencies (RPA's), such as Region V, rather than through the Governor's Regional Planning Initiative (RPI) designated regions as originally outlined by MDOT. A conference call with MDOT and Michigan RPA's was held on March 10th to review these changes and to provide an update on the status of phase 1 work completed to date. It was also noted that MDOT is working on providing a one-time payment of \$5,000 to each RPA for the completion of phase 1 of the project.

To date staff has collected surveys from the 3 major Region V transit agencies and held a follow up meeting with these agencies on March 13th. At the meeting staff reviewed the survey results and asked some follow up questions to get a better idea of current services and gaps related to regional mobility. Staff also sent a survey to additional entities that provide minor transit services, such as senior centers, to get further input on this issue. Staff will use the information gathered from the surveys to draft a narrative of the findings. Phase 1 reports are tentatively due to MDOT by April 30th.

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Jason Nordberg, Principal Planner
Genesee County Metropolitan Planning Commission

DATE: March 24, 2015

SUBJECT: **2015 Asset Management PASER Training**

The State of Michigan Transportation Asset Management Council (TAMC) began implementing their annual Asset Management Program in February. The program consists of inventorying the pavement condition of all federal aid roads in the State of Michigan using the PASER Road Rating System. Road rating crews will consist of a Michigan Department of Transportation (MDOT) Representative, a GLS Region V Representative, and a County Road Commission Representative. Local Road Agencies (LRA) will be able to participate in the surveying of roads within their boundaries. The following dates have been scheduled for the 2015 PASER Survey:

Genesee County: July 13, 2015 – July 31, 2015
Lapeer County: August 3, 2015 – August 6, 2015
Shiawassee County: August 10, 2015 – August 13, 2015

The Transportation Asset Management Council (TAMC) will reimburse the participating agencies for time spent surveying federal aid roads. In order to be qualified for reimbursement, the council requires all participants to take part in a PASER training session. A list of remaining dates and locations are below. All new raters must attend a PASER webinar in addition to attending the Classroom training. Please contact the Center for Technology & Training at 906-487-2102 or visit ctt.mtu.edu to register.

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It is recommended that you have more than one person attend the training.

Classroom Sessions:

March 24, 2015	Grand Rapids
March 25, 2015	Kalamazoo
March 26, 2015	Dearborn
April 7, 2015	Gaylord
April 8, 2015	Escanaba
April 9, 2015	Ishpeming

Webinar Sessions:

March 31, 9:00 a.m. – 11:30 a.m.

Should you have any questions regarding these training sessions or would like to participate in surveying roads under your jurisdiction, please feel free to contact Damon Fortney of staff at (810) 766-6560 or dfortney@co.genesee.mi.us.