



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

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

**Tuesday, January 22, 2019
6:00 P.M.**

AGENDA

I. INTRODUCTION

- A. Roll Call
- B. Approval of the Minutes of the GLS Region V PDC Additional Meeting held November 14, 2018 (attached)
- C. Approval of the Agenda of GLS Region V PDC Meeting to be held January 22, 2019
- D. Opportunity for the Public to Address the GLS Region V PDC
- E. Communications
 - 1. Marathon Township: Notice of comment period for the draft 2019 Five Year Parks and Recreation Plan

II. ACTION ITEMS

- A. Financial Report
 - 1. Report (handout)
 - 2. Checks (attached)
- B. Regional Prosperity Grant Award Adjustment (attached)
- C. I-69 Thumb Region Regional Economic Development Collaboration Service Agreements (attached)
- D. Purchase of Locally Grown Fruits and Vegetables Agreement (attached)
- E. Fiscal Year 2019 Budget Adjustment (handout)

III. DISCUSSION ITEMS

- A. MAR Update (discussion)
- B. I-69 Thumb Region Update
- C. 2019 TAMC PASER Training (attached)

An Equal Opportunity Organization

IV. ANNOUNCEMENTS

V. ADJOURNMENT

Next Meeting – March 26, 2019

**GLS REGION V PDC
November 14, 2018**

The GLS Region V Planning and Development Commission met at 6:00 p.m. on Wednesday, November 14, 2018, in the Conference Room of the Genesee County Metropolitan Planning Commission (GCMPC), 1101 Beach Street, Room 223, Flint, Michigan.


Chairperson Roy called the meeting to order at 6:00 p.m.

I. **INTRODUCTION** 

A. **Roll Call**

Present: Alan Himelhoch, Cheryl Clark, Derek Bradshaw, Ed Benning, Gary Roy, Jeffrey Kelley, John Horvath, John Mandelaris, and Richard Van Haften.

Absent/Excused: Bill Henry, Charles Van Duren, David Hetfield, Michael Bruff, Mike Hemmingsen, Robert Johnson and Shawnice Dorsey.

***B. **Approval of the Minutes of the GLS Region V PDC Regular Meeting Held September 25, 2018** 

Motion: Action: Approve, **Moved by** Richard Van Haften, **Supported by** Cheryl Clark, to approve the minutes as presented.

Mr. Mandelaris proposed a change on page 6 under Discussion Items, item c: 2018 PASER Survey Update; "Staff has also completed two-thirds of all the non-federal aid roads in Genesee County." Add paved to sentence. "Staff has also completed two-thirds of all the non-federal aid paved roads in Genesee County."

Mr. Van Haften corrected his motion to include amendment, Ms. Clark supported motion with amendment.

Motion carried unanimously.
(Approved minutes are on file in the GCMPC office)

***C. **Approval of the Agenda of GLS Region V PDC Meeting to be held November 14, 2018** 

Motion: Action: Approve, **Moved by** Ed Benning, **Supported by** John Mandelaris, to approve the agenda of the GLS Region V PDC meeting to be held November 14, 2018.

Motion carried unanimously.
(Document on file with minutes)

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

Chairperson Roy asked if there was anyone that would like to address the GLS Region V PDC Commission.

No one spoke at this time.

Chairperson Roy closed the opportunity for the Public to Address the GLS Region V PDC Commission at 6:02 p.m.

E. **Communications** 

None.

II. ACTION ITEMS

***A. **Contract with Advance 360 to develop the Region 6 Targeted Marketing Campaign** 

Jacob Maurer stated that one of the 2018 Regional partnership projects through the I-69 Thumb Region was to hire a consultant to facilitate the Targeted Marketing campaign for the next year. After several discussions amongst the regional partners, Advance_360 was chosen as the most qualified candidate. At this time staff is requesting that the GLS Region V Planning and Development Commission approve the agreement with Advance_360 and for the authority for Fiscal Officer, Derek Bradshaw to sign the agreement.

Motion: Action: Approve, **Moved by** Jeffrey Kelley, **Supported by** Alan Himelhoch, to approve the contract with Advance_360 and for the authority for Fiscal Officer, Derek Bradshaw to sign the agreement.

Motion carried unanimously.
(Contract on file with minutes)

***B. **FPR-10-18-02; Update of the Genesee County and Lapeer County Hazard Mitigation Plans** 

Jacob Maurer stated that the current Hazard Mitigation Plan of both counties were approved by FEMA in 2015 and to keep their eligibility up for Hazard Mitigation funding the GLS Region V Planning and Development Commission, the Office of the Genesee County Sheriff Emergency Management Homeland Security Department and the Lapeer County Emergency Management Office are applying for a FEMA grant in the funding amount of \$125,000 to update these two (2) plans and they will include a local match of \$31,250 for a total

project cost of \$156,250. Staff recommends that the GLS Region V Planning and Development Commission endorse the proposed application. Discussion ensued.

Motion: Action: Approve, **Moved by** Cheryl Clark, **Supported by** Richard Van Haaften, to endorse the update of the Genesee County and Lapeer County Hazard Mitigation Plans.

Motion carried unanimously.

(Documents on file with minutes)

***C. **Approval of Checks** 

Derek Bradshaw reviewed the checks totaling \$54,240.00 with the commission.

Motion: Action: Approve, **Moved by** Cheryl Clark, **Supported by** John Mandelaris, to approve the checks in the amount of \$54,200.00 and to authorize the signing by the proper authorities.

Chairperson Roy mentioned the Flint & Genesee Chamber of Commerce doing an update for the commission on the Marketing contract.

Mr. Bradshaw stated that the Flint & Genesee Chamber will be invited to the next Region V meeting to do a presentation.

Motion carried unanimously.

(Document on file with minutes)

***D. **2019 GLS Region V PDC Meeting Dates** 

The Commission reviewed the meeting dates.

Motion: Action: Approve, **Moved by** Cheryl Clark, **Supported by** Ed Benning, to approve the 2019 GLS Region V PDC meeting dates as presented.

Motion carried unanimously.

(Document on file with minutes)

***E. **Cancellation of the November 27th Meeting** 

Chairperson Roy announced the proposed cancellation of the November 27, 2018, Region V meeting.

Motion: Action: Approve, **Moved by** Cheryl Clark, **Supported by** Richard Van Haaften, to approve the cancellation of the November 27th meeting.

Motion carried unanimously.

III. **ANNOUNCEMENTS**

Ed Benning stated that the Mass Transportation Authority (MTA) will be rolling out a new service for veteran's in Genesee County. Phase one (1) will be daily service for veterans and their spouses. Trips will also be provided to Ann

Arbor, Detroit and Saginaw daily. Phase two (2) will be rolling out within the next ninety (90) days with trips going into Lapeer and Shiawassee. The Genesee County Veterans Service Contract provides free transportation for certified veterans. The service will be provided on an on-demand service and the veteran should be picked up within 30 minutes. If taken to Saginaw, Detroit or Ann Arbor the driver will wait for the veteran. Discussion ensued.

Derek Bradshaw stated that the Michigan Association of Regions (MAR) Executive Director of five (5) years is retiring. The new Executive Director is Mr. Frederick.

Derek Bradshaw stated that the grant for the Regional Prosperity Initiative has not come through at this time. Staff will have a budget adjustment once that is received.

Ed Benning stated that the Mass Transportation Authority just filled their first CNG bus yesterday off the Consumer Energy station. This project has been four (4) years in the making. Discussion ensued.

IV. **ADJOURNMENT** 

Chairperson Roy adjourned the meeting at 6:21 p.m.

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



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: GLS Region V Planning and Development Commission

FROM: Derek Bradshaw, Fiscal Officer

DATE: January 22, 2019

SUBJECT: Regional Prosperity Grant Award Adjustment

A final grant award of \$306,810 has been approved for 2019 Regional Prosperity Initiative funding. At this time, I am requesting approval of the below budget adjustments.

Regional Prosperity Budget

Consultants-100% Staff	45,000
Supplies	2,000
Projects	204,810
RPI County Leads	<u>55,000</u>
State Revenue	\$306,810

This is based on the revised RPI budget (attached) to be submitted to the State for final approval.

I-69 Thumb Region Project Budget 2019				Revised	
High	Project Management (GLS Region V)		\$ 45,000.00		\$ 45,000.00
Medium	Meeting Expenses, Misc.		\$ 2,000.00		\$ 2,000.00
High	Regional Economic Development Collaboration		\$ 55,000.00		\$ 55,000.00
	Genesee	\$ 20,719.00		\$20,719.00	
	Huron	\$ 2,637.00		\$ 2,637.00	
	Lapeer	\$ 6,593.00		\$ 6,593.00	
	Sanilac	\$ 3,296.00		\$ 3,296.00	
	Shiawassee	\$ 5,274.00		\$ 5,274.00	
	St. Clair	\$ 12,525.00		\$12,525.00	
	Tuscola	\$ 3,956.00		\$ 3,956.00	
	Partnership Projects		\$143,000.00		\$ 134,810.00
High	Opportunity Zone Development	\$ 61,000.00		\$61,000.00	
High	Tourism (Talent Attraction)	\$ 37,000.00		\$28,810.00	
Medium	Local Match for Rural Business Development	\$ 25,000.00		\$25,000.00	
Medium	Education (Workforce Development)	\$ 20,000.00		\$20,000.00	
High	Integrated Asset Management		\$ 70,000.00		\$ 70,000.00
Total			\$ 315,000.00		\$306,810.00



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: Jacob Maurer, Lead Planner
Genesee County Metropolitan Planning Commission

DATE: January 22, 2019

SUBJECT: I-69 Thumb Region Regional Economic Development Collaboration Service Agreements

The I-69 Thumb Region application for 2019 Regional Prosperity Initiative funding was awarded in December. A portion of the budget is allocated for the Regional Economic Development Collaboration which will continue the great work being done by the six economic development leads for the seven counties. The economic development agencies continue to act as county leads in supporting the I-69 Thumb Region planning process, recruiting participants and coordinating activities and outcomes the last five years. 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 in previous years.

Staff requests that the GLS Region V Planning and Development Commission approve the agreements with each of the six economic development agencies and the authority for Derek Bradshaw, Fiscal Officer, to sign the agreements, a copy of each is to be placed on file with the minutes of the January 22, 2019 meeting of this Commission.

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 February 1, 2019, expiring December 31, 2019. 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: _____

Printed Name

Title

Flint & Genesee Chamber of Commerce

By: _____

Date: _____

Printed Name

Title

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 RPI 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 (January – December 2019).

Project Cost:

Economic Development Support Genesee County - \$20,719

Project Payment Schedule:

May 29, 2019 - \$6,906.00	(Invoice and summary due by May 17, 2019)
July 24, 2019 - \$6,906.00	(Invoice and summary due by July 12, 2019)
September 25, 2019 - \$6,907.00	(Invoice and summary due by September 13, 2019)

Payment requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory approval 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 February 1, 2019 expiring December 31, 2019. 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 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 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: _____

Printed Name

Title

Huron County Economic Development Corporation

By: _____

Date: _____

Printed Name

Title

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 (January – December 2019).

Project Cost:

Economic Development Support Huron County - \$2,637
Economic Development Support Sanilac County - \$3,296
Total - \$5,933

Project Payment Schedule:

May 29, 2019 - \$1,978.00	(Invoice and summary due by May 17, 2019)
July 24, 2019 - \$1,978.00	(Invoice and summary due by July 12, 2019)
September 25, 2019 - \$1,977.00	(Invoice and summary due by September 13, 2019)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory approval 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 February 1, 2019, expiring December 31, 2019. 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 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.

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 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: _____

Printed Name

Title

Lapeer Development Corporation

By: _____

Date: _____

Printed Name

Title

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 (January – December 2019).

Project Cost:

Economic Development Support Lapeer County - \$6,593

Project Payment Schedule:

May 29, 2019 - \$2,198.00	(Invoice and summary due by May 17, 2019)
July 24, 2019 - \$2,198.00	(Invoice and summary due by July 12, 2019)
September 25, 2019 - \$2,197.00	(Invoice and summary due by September 13, 2019)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory approval 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 February 1, 2019, expiring December 31, 2019. 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 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).

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 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: _____

Printed Name

Title

Shiawassee Economic Development Partnership

By: _____

Date: _____

Printed Name

Title

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 (January – December 2019).

Project Cost:

Economic Development Support Shiawassee County - \$5,274.00

Project Payment Schedule:

May 29, 2019 - \$1,758.00	(Invoice and summary due by May 17, 2019)
July 24, 2019 - \$1,758.00	(Invoice and summary due by July 12, 2019)
September 25, 2019 - \$1,758.00	(Invoice and summary due by September 13, 2019)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory approval 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 February 1, 2019, expiring December 31, 2019. 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: _____

Printed Name

Title

Economic Development Alliance of St. Clair County

By: _____

Date: _____

Printed Name

Title

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 (January – December 2019).

Project Cost:

Economic Development Support St. Clair County - \$12,525

Project Payment Schedule:

May 29, 2019 - \$4,175.00	(Invoice and summary due by May 17, 2019)
July 24, 2019 - \$4,175.00	(Invoice and summary due by July 12, 2019)
September 25, 2019 - \$4,175.00	(Invoice and summary due by September 13, 2019)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory approval 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 141 S. Almer Street, Caro, Michigan 48723.

1. **Term of Agreement.** This Agreement will become effective February 1, 2019, expiring December 31, 2019. 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.

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 141 S. Almer Street, 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: _____

Printed Name

Title

Tuscola County Economic Development Corporation

By: _____

Date: _____

Printed Name

Title

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 (January – December 2019).

Project Cost:

Economic Development Support Tuscola County - \$3,956.00

Project Payment Schedule:

May 29, 2019 - \$1,319.00	(Invoice and summary due by May 17, 2019)
July 24, 2019 - \$1,319.00	(Invoice and summary due by July 12, 2019)
September 25, 2019 - \$1,318.00	(Invoice and summary due by September 13, 2019)

Payment Requests to Region V shall include an invoice and a summary outlining the activities completed under this service agreement. Upon satisfactory approval 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: Jacob Maurer, Lead Planner
Genesee County Metropolitan Planning Commission

DATE: January 22, 2019

SUBJECT: Purchase of Locally Grown Fruits and Vegetables Agreement

Seven school districts within the I-69 Thumb Region (prosperity region 6) were selected to participate in Michigan's 10 Cents a Meal for School Kids & Farms program during the 2018-2019 school year. The grant-winning districts include: Elkton-Pigeon-Bay Port Laker Schools, Genesee Intermediate School District, Grand Blanc Community Schools, Mayville Community School District, Morrice Area Schools, Owosso Public Schools, and the School District of the City of Flint. These schools will each receive up to 10 cents a meal in matching funds to purchase locally-grown fruits and vegetables.

Attached is the agreement to accept \$12,500 in administrative funds to coordinate activities related to the Purchase of Locally Grown Fruits and Vegetables Pilot Project in the I-69 Thumb Region during FY 2019. Also attached is a press release from the Michigan Department of Education that highlights the new program and which school districts were selected in each region.

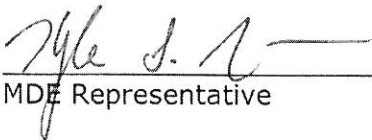
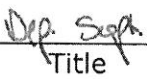
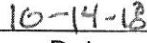
Staff requests that the GLS Region V Planning and Development Commission approve the agreement with the Michigan Department of Education and the authority for Derek Bradshaw, Fiscal Officer, to sign the agreement, a copy is to be placed on file with the minutes of the January 22, 2019 meeting of this Commission.

An Equal Opportunity Organization

Purchase of Locally Grown Fruits and Vegetables Agreement
Between
Prosperity Region 6
and
Michigan Department of Education (MDE)
for
October 1, 2018, through September 30, 2019

The purpose of this Agreement between Prosperity Region 6 and the Michigan Department of Education (MDE) is to allow for administrative funds to be used to towards support of the Purchase of Locally Grown Fruits and Vegetables pilot.

1. MDE will provide the administrative funds to Prosperity Region 6, totaling \$12,500, for coordination activities in accordance with the legislation.

<hr/>	<hr/>	<hr/>
Lead Agency Representative	Title	Date
		
MDE Representative	Title	Date



News Release

Contact: Martin Ackley, Director of Public and Governmental Affairs, 517-241-4395
Bill DiSessa, Spokesperson, 517-335-6649

10 Cents a Meal Program Now Serving Nearly 135K Michigan Students

October 10, 2018

LANSING – Michigan’s nationally-recognized 10 Cents a Meal for School Kids & Farms program has expanded for a third year, now serving nearly 135,000 students in 57 school districts and 27 counties, the Michigan Department of Education (MDE) announced today.

Providing grant-winning schools up to 10 cents a meal in matching funds to purchase locally-grown fruits and vegetables, the successful farm-to-school cafeteria program has more than doubled the number of children served since 2016.

“The 10 Cents a Meal program is akin to a bumper crop in terms of nutritious, locally-produced fruits and vegetables served to students,” Interim State Superintendent Sheila Alles said. “It’s a win-win partnership for local districts and local farms across the state and another example of how the business and education communities, as with our plan to become a Top 10 education state in 10 years, can collaborate toward common goals to the ultimate benefit of our children.”

School Year	Students Served	Districts	Counties	Funding
2018-19	134,000	57	27	\$575,000
2017-18	95,000	32	18	\$375,000
2016-17*	48,000	16	8	\$150,000

**State pilot program*

“The commitment of the people who are a part of this program has been extraordinary,” said Sen. Goeff Hansen, R-Hart, referring to participating schools and agri-businesses. Sen. Hansen chairs the state Senate K–12, School Aid, Education Appropriations Subcommittee, which introduced the initial funding for the program.

“They really want to get local food into local schools to help the farmer and help children understand where their food comes from, and use it as a teaching tool,” he said. “I am excited that the program has blossomed so much in its third year.”

Each year, state legislators have expanded the program’s reach and funding. Last year, schools in Michigan’s Prosperity Regions 2, 4, and 9 (northwest and west Michigan, and the Washtenaw region) were eligible to apply for the grants. This year, the legislature added Regions 6 and 8 – the Thumb region and southwest Michigan. That expansion meant that school districts in 43 of Michigan’s 83 counties are eligible to apply for 10 Cents a Meal funding.

“We have so many dedicated community farmers all over this area, and they devote their livelihood to making people healthier,” said Senate Minority Leader Jim Ananich, D-Flint. “The 10 Cents a Meal for School Kids & Farms furthers our progress in supporting local growers and helps children in our community be healthier.”

Flint Community Schools in Region 6 is among the 55 school districts participating in the program this year. Below is a complete school list.

Health officials are among those praising the 10 Cents a Meal program.

“This program provides increased exposure to healthy, local fruits and vegetables for many children in our service region,” said Grant Fletcher, system director for Healthy Living & Sustainability at Bronson Healthcare Group, with hospitals in Battle Creek and Kalamazoo in Prosperity Region 8. “We are excited to work closely with our community partners in the public school systems and at Kalamazoo Valley Community College to ensure it has the greatest possible impact.”

In 2017–2018, students tried 65 new Michigan-grown fruits and vegetables for the first time as part of the program. One food service director reported in a survey by the MSU Center for Regional Food Systems that, “Students’ plates are becoming very veggie-friendly. We have gotten students to try vegetables just because they are from around [here].”

The program also has impacted the state’s economy and agricultural sector, with schools purchasing a total of 80 products grown by 112 farms spanning 34 counties, and providing business for 19 additional businesses such as processors, distributors, and food hubs.

Said Kevin Robson, Michigan Farm Bureau Horticulture and Industry Relations Specialist: “Michigan Farm Bureau applauds the efforts of all the hard-working members of the project team behind the success of the 10 Cents a Meal program.

“We support the future endeavors of the program and encourage the project team to continue to build on their success and enhance the effectiveness of the program, to remain a paramount program example for other states to follow,” Robson added.

The 10 Cents a Meal program was featured at two national conferences this year: The National Farm to Cafeteria Conference; and the United Fresh Produce Association Convention.

“Michigan is the gold standard in state level farm to school policy incentivizing local procurement, with its innovative new approaches to invest in children’s well-being and local economies,” said Helen Dombalis, Senior Director of Programs & Policy for the National Farm to School Network. “You are collecting data, gathering information, telling the story, and getting it out to the public. Kids' health and farmer wealth is what it’s about and Michigan is doing it.”

State Sen. Darwin Booher, R-Evart, was the original champion of the program after seeing its results in the Grand Traverse region in a local pilot program coordinated by Groundwork Center for Resilient Communities. He introduced the concept to Sen. Hansen for inclusion in the education budget.

A total of 121 school districts sought 10 Cents grants, with funding enough for 57 districts serving 134,036 students. The legislature allocated \$125,000 each for four of the five prosperity regions, and \$75,000 for Prosperity Region 8. Here are the 2018–2019 program grantees:

Prosperity Region 2:

18 grant-winning districts in nine counties of a 10-county region

Number of Students: 22,496

Districts: Bear Lake Schools, Beaver Island Community School, Benzie County Central Schools, Boyne Falls Public School District, East Jordan Public Schools, Forest Area Community Schools, Frankfort-Elberta Area Schools, Glen Lake Community Schools, Kaleva Norman Dickson School District, Leland Public School District, Mancelona Public Schools, Manton Consolidated Schools, Onekama Consolidated Schools, Pellston Public Schools, Public Schools of Petoskey, St. Francis High School, Suttons Bay Public Schools, Traverse City Area Public Schools

Counties: Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Wexford

Prosperity Region 4:

11 grant-winning districts in six counties of a 13-county region

Number of Students: 31,227

11 Districts: Belding Area School District, Coopersville Area Public School District, Hart Public School District, Holland City School District, Montague Area Public Schools, Saugatuck Public Schools, Shelby Public Schools, Thornapple Kellogg School District, West Ottawa Public School District, Whitehall District Schools, Zeeland Public Schools

Counties: Allegan, Barry, Ionia, Muskegon, Ottawa, Oceana.

Prosperity Region 6:

Seven grant-winning districts in four counties of a seven-county region

Number of Students: 18,890

Seven Districts: Elkton-Pigeon-Bay Port Laker Schools, Genesee Intermediate School District, Grand Blanc Community Schools, Mayville Community School District, Morrice Area Schools, Owosso Public Schools, School District of the City of Flint

Counties: Genesee, Huron, Shiawassee, Tuscola

Prosperity Region 8:

Eight grant-winning districts in four counties of a seven-county region

Number of Students: 16,602

8 Districts: Battle Creek Public Schools, Bridgman Public Schools, Coldwater Community Schools, Decatur Public Schools, Mattawan Consolidated School, Paw Paw Public School District, South Haven Public Schools, Trinity Lutheran School

Counties: Berrien, Branch, Calhoun, Van Buren

Prosperity Region 9:

13 grant-winning districts in four counties of a six-county region

Number of Students: 44,821

11 Districts: Ann Arbor Public Schools, Bedford Public Schools, Chelsea School District, Concord Community Schools, Dexter Community School District, Grass Lake Community Schools, Hanover-Horton School District, Hillsdale Community Schools, Hillsdale Intermediate School District, Jackson Public Schools, Manchester Community Schools, Monroe Public Schools, Whitmore Lake Public School District

Counties: Hillsdale, Jackson, Monroe, Washtenaw

###

Program Contacts:

- Diane Golzynski, MDE, GolzynskiD@michigan.gov
- Diane Conners, Groundwork Center for Resilient Communities, diane@groundworkcenter.org
- Colleen Matts, MSU Center for Regional Food Systems, matts@msu.edu



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: Jacob Maurer, Lead Planner
Genesee County Metropolitan Planning Commission

DATE: January 22, 2019

SUBJECT: **2019 TAMC PASER Training**

The Michigan Transportation Asset Management Council (TAMC) began implementing their annual PASER Program in February. Through this program, the pavement condition of all federal aid roads in the State of Michigan are surveyed using the PASER Road Rating System. Road rating crews will consist of a Michigan Department of Transportation (MDOT) Representative, a GCMPC Representative and a County Road Commission Representative. Local road agencies will also be invited to participate in the surveying of roads within their boundaries. Details regarding PASER survey dates will be provided in future correspondence.

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 dates and locations for the training are below. All new raters must attend a PASER webinar in addition to attending the Classroom training. It is recommended that you have more than one person attend the training. To register, please visit <http://ctf.mtu.edu/training>. Shiawassee County and Lapeer County will be surveyed in 2019 so please have a representative from your agency attend the trainings if your agency wants to participate in the training and wants to be reimbursed for staff time spent surveying.

Webinar Sessions:

February 12, 9:00 a.m. – 11:30 a.m.
February 21, 1:00 p.m. – 3:30 p.m.
March 11, 9:00 a.m. – 11:30 a.m.
April 2, 1:00 p.m. – 3:30 p.m.

An Equal Opportunity Organization

Classroom Sessions:

February 26, 2019	West Branch
February 27, 2019	Saginaw
February 28, 2019	Okemos
March 26, 2019	Grand Rapids
March 27, 2019	Kalamazoo
March 28, 2019	Dearborn
April 9, 2017	Gaylord
April 10, 2019	Escanaba
April 11, 2017	Marquette

Please see the attached flyer for additional details. Should you have any questions regarding these training sessions, please feel free to contact me at jmaurer@co.genesee.mi.us or (810) 766-6565.

PASER Training



#1 Webinar Session (choose one)

February 13 – 9:00 – 11:30 a.m.
February 21 – 1:00 – 3:30 p.m.
March 13 – 9:00 – 11:30 a.m.
April 2 – 1:00 – 3:30 p.m.

For more information about the Pavement Surface Evaluation and Rating system, visit [Michigan TAMC](#) and/or [PASER Resources](#).

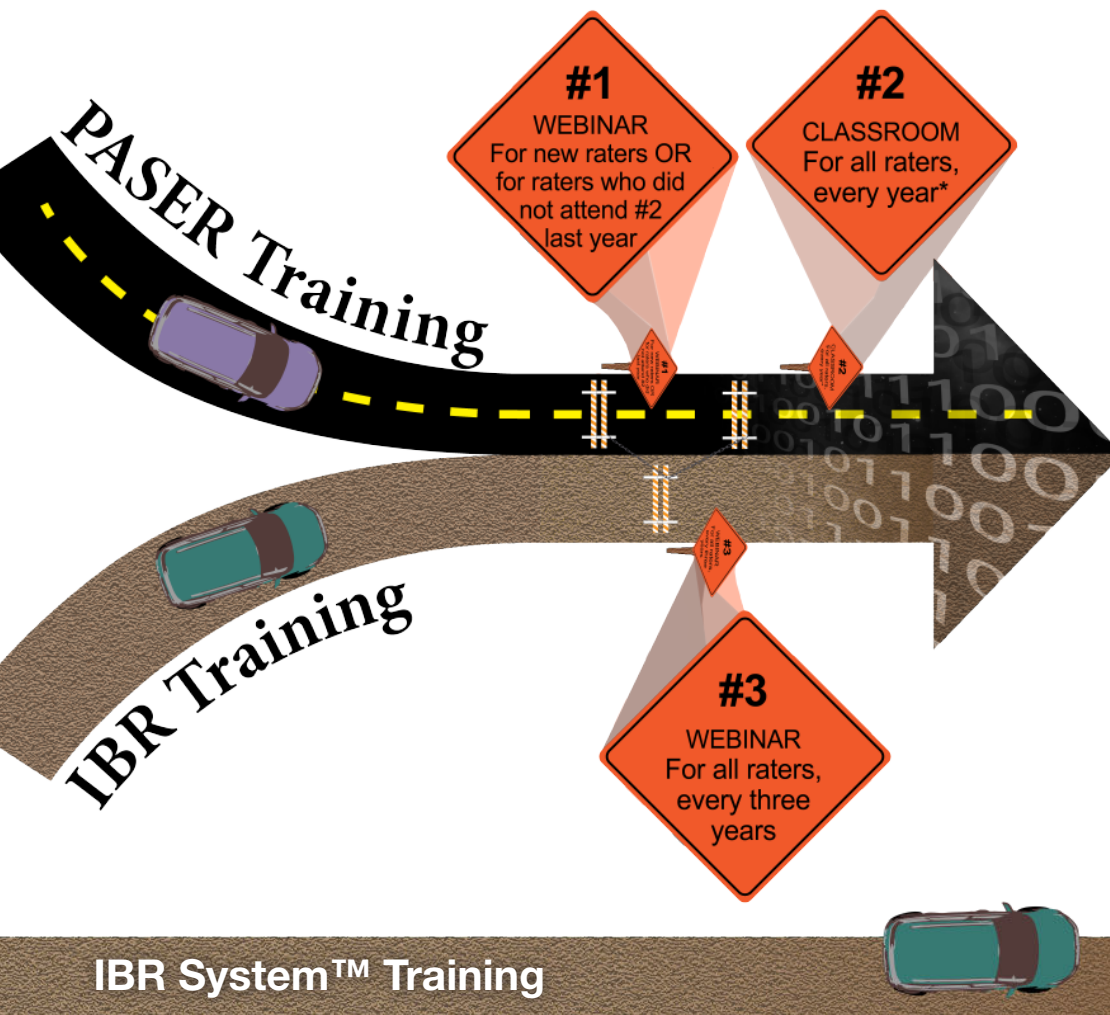
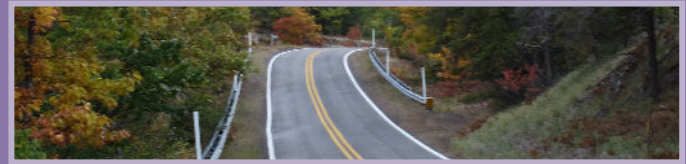
#2 Classroom Session (choose one)

February 26 – West Branch
February 27 – Saginaw
February 28 – Okemos
March 26 – Grand Rapids
March 27 – Kalamazoo
March 28 – Dearborn
April 9 – Gaylord
April 10 – Escanaba
April 11 – Marquette

About the classroom session:

7:30 a.m. – Sign-in begins
8:00 a.m. – 12:00 p.m. – Classroom session
1:00 p.m. – 3:00 p.m. – Certification testing (opt.)

View detailed location information [here](#).



To collect eligible PA499 condition assessment data for your agency's Federal-aid-eligible roads, raters must use the Pavement Surface Evaluation and Rating (PASER) for paved roads and the Inventory-Based Rating (IBR) System™ for unpaved roads. *All three trainings are required.* Register now!

Road Condition Assessment Data

Registration**

Webinars: No fee
Classroom: \$10 for public agencies***
\$20 for private companies***

Register at ctt.mtu.edu/training

Questions? E-mail ctt@mtu.edu.

* Raters will be notified if they are eligible for certification. Certified raters are exempt from one year of training. See TAMC Policy for Collection of Roadway Surface Condition Data for more detail.

** Required for fulfillment of continuing education. The Center for Technology & Training's (CTT) continuing education policy is available at ctt.mtu.edu/ContinuingEducation.

*** The registration fee, travel expenses, and staff time associated with these training sessions are reimbursable through your agency's regional or metropolitan planning organization (RPO/MPO) as part of data collection.

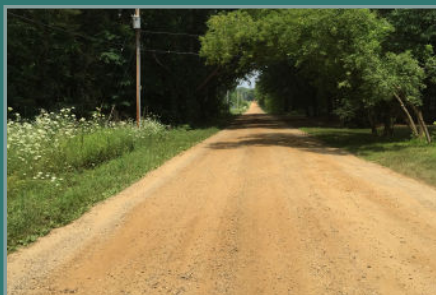
No-shows and cancellations within three business days of the session will be charged the full registration fee. Substitutions will be accepted.

IBR System™ Training

#3 Webinar Session (choose one)

February 13 – 1:00 – 3:00 p.m.
March 14 – 9:00 – 11:00 a.m.

For more information about the Inventory-based Rating System™, visit <https://ctt.mtu.edu/inventory-based-rating-system>.



#2 PASER Classroom Sessions

