

AGREEMENT FOR DDA COORDINATOR SERVICES

THIS AGREEMENT made this 7th day of June, 2023, by and between the **MOUNT CLEMENS DOWNTOWN DEVELOPMENT AUTHORITY**, a duly organized and authorized authority created under the auspices of the State of Michigan and the City of Mount Clemens, hereinafter referred to as "**DDA**", and **MICHELLE M. WEISS**, hereinafter referred to as "**Contractor**".

WHEREAS, the City is seeking the services of a DDA Coordinator; and

WHEREAS, Contractor is experienced in DDA coordination, and is desirous of performing said services for the DDA.

NOW, THEREFORE, the DDA and Contractor hereby agree as follows:

I. ENGAGEMENT

The DDA engages the Contractor to provide DDA Coordinator services to perform the duties customary to the position and such other duties as the DDA Board of Directors may from time to time designate, and the Contractor accepts such engagement upon the terms and conditions set forth in this Agreement.

II. TERM

The term under this agreement shall be for One (1) year beginning the 1st day of July, 2023 and expiring on the 30th day of June, 2024.

III. DUTIES

A. The Contractor, as the DDA Coordinator for the DDA, agrees and promises to perform and discharge, well and faithfully, the duties assigned to her, and those duties shall include those generally assigned to a DDA Coordinator.

B. The Contractor shall devote such time, attention and energies to the business of the DDA as is necessary for the Contractor to satisfactorily perform the duties of an economic developer.

IV. COMPENSATION

In consideration of the services to be performed by Contractor, the DDA agrees to pay Contractor the annual sum of Sixty Thousand (\$60,000.00) Dollars, the same to be paid in equal bi-weekly installments, commencing July 15, 2023.

V. TERMINATION

A. This Agreement may be terminated by the Contractor at any time; provided, however, that the Contractor give the DDA at least thirty (30) days prior notice of voluntary termination. Any voluntary termination of this agreement by the Contractor as described in this provision shall terminate the rights and obligations of each of the parties hereto.

B. This Agreement may be terminated by the DDA at any time, without cause and without prior notice to the Contractor; provided, however, that the DDA give the Contractor at least thirty (30) days prior notice of termination, and in such event, the DDA's sole obligation and/or responsibility shall be to pay Contractor any unpaid monthly installments then due.

VI. INDEPENDENT CONTRACTOR STATUS

A. It is understood and agreed that the Contractor is an independent contractor and is doing business as a separate and distinct legal entity. Under no circumstances will the Contractor, its agents and/or employees be considered employees of the DDA. Contractor has the sole right to control and direct the means, manner and method by which services required by this Agreement will be performed. The parties acknowledge and agree that the DDA is entering into this Agreement with reliance upon the representations made by Contractor relative to his independent contractor status. The parties hereto are not and in no event shall be deemed to be partners or joint venturers.

The Contractor, as an independent contractor, shall assume full and complete responsibility for and shall exonerate, indemnify and hold the DDA harmless from and against the payment of any and all of the following which might be applicable to either the Contractor or Contractor's employees, if any. On demand, Contractor shall provide DDA with proof that such payments have been made:

- (a) State and Federal workmen's compensation insurance premiums;
- (b) Social Security taxes;
- (c) Self-employment taxes;
- (d) Payments of estimated federal, state and local income taxes and single business taxes;
- (e) State and federal unemployment taxes;
- (f) All other obligations that might be imposed upon the DDA through any source, if an employer-employee relationship were to exist between the DDA and the Contractor.

B. *Fringe Benefits.* Contractor understands that neither Contractor nor Contractor's employees, if any, are eligible to participate in any employee pension, health, vacation pay, or other fringe benefit plan of DDA.

C. *Workers' Compensation.* The DDA shall not obtain workers' compensation insurance on behalf of the Contractor or Contractor's employees, if any. If Contractor hires employees to perform any work under this Agreement, Contractor will cover such employees with workers' compensation insurance and provide the DDA with a certificate of workers' compensation insurance before the employees begin work.

D. *Unemployment Compensation.* The DDA shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractors employees or personnel, if any. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a 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 the DDA under this Agreement.

E. *Incapacity.* If, during the term of this Agreement, Contractor shall be prevented from performing his duties hereunder by reason of illness or incapacity, then the DDA shall not be obligated to pay the Contractor compensation for any such period of absence.

VII. CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the DDA, without the DDA's prior written permission except to the extent necessary to perform services on the DDA's behalf.

VIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail, return receipt requested, to the Contractor at his residence or to the DDA at its principal place of business, to the attention of the chairperson of the DDA Board of Directors or the DDA Executive Director.

IX. DISPUTE RESOLUTION

This Agreement shall be construed under the laws of the State of Michigan and any and all disputes as to the same and/or any portion thereof shall be determined by an appropriate Court of record in the County of Macomb, State of Michigan.

X. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

XI. MISCELLANEOUS

A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties; no amendment, addendums or additions to this Agreement shall be binding unless they are in writing and signed by both parties.

B. This Agreement shall be binding upon the parties, their representatives, successors and assigns.

C. This Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have existed between the parties hereto.

D. The captions or headings of this Agreement are for convenience and in no way define, limit or describe the scope or intent of this Agreement or any of its sections, nor do they in any way affect this Agreement.

E. Each clause of this Agreement shall be considered separate and independent so that in the event that any clause of this Agreement shall be deemed to be unenforceable under the laws of the State

of Michigan, the balance of this Agreement shall remain in full force and effect.

F. The invalidity of all or any part of any sections, sub-sections, or paragraph of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intent and purpose of the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**MOUNT CLEMENS DOWNTOWN
DEVELOPMENT AUTHORITY (“DDA”),**

By: 
Phil Gilchrist
Its: Chairperson

“Contractor”:

MICHELLE M. WEISS

