

**AGREEMENT**

THIS AGREEMENT, entered into this 1st day of July, 2023 (the “Effective Date”) by and between the **Detroit Next Michigan Development Corporation**, a Michigan public body corporate, (the “DNMDC”) and the **Detroit Economic Growth Corporation**, a Michigan non-profit corporation (“DEGC”).

**WITNESSETH:**

WHEREAS, DNMDC is a public body corporate established and operated pursuant to Act 275 of the Public Acts of 2010, as it may be amended from time to time [MCL 125.2951 et seq.] (“Act 275”), and a Resolution adopted by the City Council of Detroit on April 26, 2016 and the Michigan Strategic Fund on June 28, 2016, for the purpose of fostering economic opportunities and prevent conditions of unemployment and underemployment and to promote economic growth in the City of Detroit (the “City”); and

WHEREAS, DEGC is a Michigan non-profit corporation organized for the purpose of furthering the economic development of the City and of providing services to the City, and its agencies and instrumentalities, and others which will assist such economic development; and

WHEREAS, DNMDC has determined that its operational efficiency can best be provided by contracting with DEGC to provide staffing and administrative services; and

WHEREAS, on the parties’ desire to enter into this Agreement effective July 1, 2023 and ending June 30, 2024; and

WHEREAS, on May 9, 2023 the Board of Directors of the DNMDC authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, the parties do hereby agree as follows:

1. DEGC shall provide the following services to the DNMDC, as requested by the DNMDC, during the term of this Agreement and any extensions thereof:

A. DEGC shall make itself at all times available to consult with the DNMDC on matters relating to economic development in the City and on the preparation of general and specific plans and programs to further such development.

B. DEGC shall provide to the DNMDC such staff, operational and administrative assistance, and, upon approval of the DNMDC, retain the services of such outside professionals, consultants and other persons who have expertise or skills not available to DEGC through its own employees, as shall be necessary and appropriate to permit the DNMDC to carry out its purposes pursuant to Act 275.

C. DEGC shall prepare, at least annually and as requested by the Board of Directors of the DNMDC, proposed operating and capital budgets for the DNMDC for the consideration and action by the Board of Directors of the DNMDC.

D. DEGC shall prepare plans and proposals, for the purpose of fulfilling the responsibilities of the DNMDMDC under Act 275.

2. The responsibility for implementing the services to be performed by DEGC under this Agreement shall reside with the DEGC President, and the DEGC President shall report as requested to the Board of Directors of the DNMDMDC. The DEGC President shall be primarily responsible for supervising the performance of the obligations of the DEGC pursuant to this Agreement, and shall keep the DNMDMDC informed of DEGC's performance of its obligations under this Agreement. The DEGC President may designate and shall identify in writing to the DNMDMDC such employees of DEGC as the DEGC President deems appropriate to work with the DNMDMDC and assist the DEGC President in keeping the DNMDMDC informed of DEGC's performance hereunder. The DEGC President or designated staff shall execute such documents on behalf of the DNMDMDC, as its "duly authorized agent" subject to the terms and conditions of this Agreement and upon authorization of the DNMDMDC.

3. (a) For the period July 1, 2023 and ending June 30, 2024, the cost of services described in paragraph 1 hereof shall be the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) per annum, excluding the cost of insurance, audit and legal fees. Said annual fee shall be paid in equal quarterly installments of Two-Thousand and Two-Hundred and Fifty and 00/100 Dollars (\$2,500.00) commencing July 1, 2023 and ending June 30, 2024.

(b) In addition to other amounts described in this paragraph 3(a) the DNMDMDC shall pay DEGC for services performed for or on behalf of the DNMDMDC by any in-house attorney employed by the DEGC at a rate of \$225.00 per hour for the DEGC's General Counsel and a rate not to exceed \$200.00 per hour for any other in-house attorney employed by the DEGC.

(c) In the event that the DNMDMDC earns an administrative fee, project management fee, bond issuance fee, loan commitment fee, or similar fee on account of services performed by DEGC staff, such fee or fees shall be remitted to the DEGC as additional compensation.

4. Within 30 days from the end of each calendar quarter the DEGC shall submit to the DNMDMDC a report of all work performed on its behalf. All of DEGC's records, documents, and other papers, including financial records, relating to the operation to the DNMDMDC shall be made available for inspection by the DNMDMDC and its agents at any reasonable time, upon forty-eight (48) hours written notice.

5. The DNMDMDC shall not be liable to any subcontractor, consultant or other person hired or engaged by DEGC to perform its obligations or responsibilities under this Agreement or to otherwise assist the DNMDMDC unless prior approval is received from the Board of Directors of the DNMDMDC.

6. DEGC shall, promptly upon request by the DNMDMDC, make available to the DNMDMDC any documents in DEGC's possession relating to matters with respect to which DEGC has rendered services under this Agreement.

7. DEGC agrees to take such steps as are necessary to permit full disclosure by all of its members concerning any conflicts of interest with respect to matters involving services rendered under this Agreement.

8. None of the directors, officers or employees of DEGC shall be liable to the DNMD C for any action taken, or not taken, in good faith reliance upon this Agreement or upon any request, demand, authorization or directive from the DNMD C. To the extent authorized by law, the DNMD C shall indemnify and hold DEGC its directors, officers, and employees harmless from any and all claims, judgments and liabilities, including their reasonable expenses and attorneys' fees in respect thereof, arising out of any such action, providing such action was authorized by the DNMD C or in good faith reliance upon this Agreement.

9. DEGC is, and shall act as, an independent contractor in the rendition of services to the DNMD C under this Agreement.

10. DEGC shall not be required to engage in any activity which, in the opinion of its legal counsel, would be inconsistent with the requirements for exemption from federal income tax under Sections 501(c)(3) and/or 501(c)(4) of the Internal Revenue Code, as now or hereafter amended.

11. The term of this Agreement shall commence on July 1, 2023 and end on June 30, 2024. The term may be extended by the DNMD C for a renewal term or renewal terms of twelve (12) months each. Each such renewal shall be made by delivery of written notice by the DNMD C to DEGC of its intention to renew and shall be accepted in writing by the DEGC.

12. Anything contained in this Agreement to the contrary notwithstanding, either party hereto may terminate this Agreement upon ninety (90) days' advance written notice to the other party.

13. The DNMD C hereby declares, represents and warrants that it is entering into this Agreement pursuant to, and in fulfillment of, its statutory responsibilities under all applicable laws.

14. This Agreement, and the performance by the parties hereto of their respective obligations hereunder, is subject to all applicable laws.

15. This Agreement may be amended from time to time by the execution of an agreement in writing by both parties hereto.

16. Each party to this Agreement hereby represents and warrants to the other party that it has full right, power and authority to enter into and perform this Agreement; that its execution and delivery of this Agreement have been duly authorized by all necessary action; and that this Agreement constitutes its valid, binding and enforceable obligations.

*[Signatures follow on next page]*

Wherefore the parties have executed this agreement as of the date set forth above.

**DETROIT NEXT MICHIGAN DEVELOPMENT  
CORPORATION**

A Michigan public body corporate

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: Authorized Agent \_\_\_\_\_

and

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DETROIT ECONOMIC GROWTH  
CORPORATION**

A Michigan non-profit corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form only:

By: \_\_\_\_\_  
Rebecca A. Navin, Esq.  
Counsel to the DNMDC