

Resch Strategies

CONTRACT

This Contract is entered into this 29th day of November, 2021 by and among Resch Strategies, LLC, a Michigan corporation (hereinafter referred to as “Consultant”) and Michigan County Road Commission Self Insurance Pool (hereinafter referred to as “Client”).

RECITAL. Client is in need of branding, strategic communications, and public relations support. Consultant has agreed to provide this counsel subject to the terms and conditions set forth in this Contract.

Now, therefore, in consideration of the mutual promises herein contained, Client and Consultant agree as follows:

- A. DUTIES OF CONSULTANT.** Duties of Consultant include: leading a rebranding effort, strategic planning, public relations services, and collateral material development.
- B. RELATIONSHIP OF CONSULTANT AND CLIENT.** This Contract calls for the performance of services by Consultant as an independent contractor and Consultant will not be considered an employee or agent of Client. It is understood that Consultant is rendering and will render the same or similar services as set forth herein for other parties. It is agreed by Consultant that Consultant will perform no services during the term of this Contract for any party who is an opponent or adversary of Client without express written consent of Client. The terms ‘opponent or adversary’ shall include but are not limited to a person or entity that is or that may take a position contrary to a position being taken by Client before a legislative, executive, or judicial body. Consultant is not to be considered an agent or employee of Client for any purpose, and the employees of Consultant, if any, are not entitled to any of the benefits that Client provides for Client’s employees. Consultant retains the sole exclusive right to control or direct the manner in which the services described herein are to be performed, Client being interested only in the results obtained and in establishing standards for the time of performance. It is expressly agreed that Consultant is exclusively hiring, supervising and paying Consultant’s employees, if any. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Consultant. The payroll or employment taxes that are subject of this paragraph include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance, and state unemployment tax. Consultant shall be responsible for payment of any and all taxes incurred pursuant to this Contract. No workers’ compensation insurance has been or will be obtained by Client for the benefit of Consultant or employees of Consultant, if any.
- C. COMPENSATION.** Compensation for the work will be a monthly fee of \$3,000.00 for up to 15 hours per month, and all invoices will be submitted on the 1st of each month for the upcoming month. Payment will be due with 15 days of invoicing.
- a. Client shall reimburse consultant for any and all reasonable and necessary out of pocket expenditures incurred for Client. This includes, but is not necessarily limited to, shipping, transportation, and lodging. Such expenses will be billed on a periodic basis and shall be reimbursed to consultant within 15 days after Consultant has submitted proper invoices

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evidencing the amount and purpose of the expenditure. Consultant agrees not to incur individual expense items without prior approval.

- b. Client shall pay for necessary and approved broadcast media, collateral material, direct mail and other print media production and placement expenses. This could include, but is not necessarily limited to, costs for graphic services, artwork production, printing, photography and lettershop services and the purchase of cable television, broadcast television and radio airtime. Consultant will provide Client with production and placement estimates and Client will remit approved production and placement costs by wire transfer in advance before production or placement will begin. If Consultant pays such costs, Client shall reimburse Consultant immediately upon request of Consultant.

D. DURATION. The term of this Contract shall commence January 1, 2022 and continue until December 31, 2022. The Contract may be terminated by either party at-will upon 30 days notice. In the event that this Contract is terminated by the Client, the Client will be responsible for payment of Consultant's consulting fees and out of pocket expenditures for 30 days after the date of termination of this Contract; provided that 30 days after the date of termination of this Contract is not beyond the conclusion date of this contract. If 30 days after the date of termination of this Contract is beyond the stated conclusion date of the contract, then payment of Consultant's consulting fees and out of pocket expenditures is only due through the stated conclusion date of the contract. In the event that this Contract is terminated by the Consultant, then Consultant's consulting fees and out of pocket expenditures are due up to the date of termination.

E. GENERAL TERMS. This Contract sets forth the entire understanding between Consultant and Client with respect to the subject matter of this Contract. This Contract may not be modified, except by the written consent of both parties. Neither party may assign its rights or obligations under this Contract without the prior written consent of both parties. This Contract shall be governed by the laws of the State of Michigan. Consultant has the right have reasonable attorney's fees reimbursed by Client in regards to the collection of all outstanding consulting compensation and out of pocket expenses owed to Consultant.

NOTICE. Any notice or demand given or made pursuant to the terms of this Contract shall be deemed to be properly given when deposited in the United State mail, registered or certified, postage prepaid and addressed in the following manner.

F. CONFIDENTIALITY. For Consultant to effectively fulfill its obligations under this Agreement, it will be necessary or desirable for Client to disclose to Consultant, and Consultant may observe, confidential and proprietary information pertaining to the past, current, future and proposed business activities of Client or its affiliated companies or confidential and proprietary information of third parties held by Client or its affiliated companies ("Third Party Information"). It is further recognized that Consultant may develop material and information that Client will wish to maintain as confidential and proprietary. Accordingly, Consultant shall treat as strictly confidential (i) this Agreement (including, without limitation the nature and/or substance of the Services to be performed hereunder), and (ii) all information of any kind obtained, observed, and/or developed by Consultant either directly from Client or its affiliated companies (including without limitation any Third Party

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Information), or otherwise as a result of the Services performed hereunder, and whether disclosed orally, in written form, graphically, electronically or otherwise (the information is clauses (i) and (ii) above collectively referred to as, "Confidential Information"). Consultant shall not, without the express prior written consent of an authorized representative of Client: (i) disclose the Confidential Information to anyone during or after the term of this Agreement; or (ii) use the Confidential Information for any purpose other than as necessary for the performance of Consultant's responsibilities under this Agreement.

Consultant further agrees that all Confidential Information disclosed to, or observed or developed by, Consultant under this Agreement shall be and remain the property of Client, its affiliated companies, or the appropriate third party, as the case may be. All Confidential Information shall be returned to Client promptly upon the earlier of Client's written request therefore or the termination of this Agreement, and shall not thereafter be retained in any form by Consultant. The obligations of Consultant under this Section shall survive termination or expiration of this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the dates written below:

RESCH STRATEGIES, LLC



By:

Matthew Resch, President

Date: November 29, 2021

Michigan County Road Commission Self Insurance Pool

By: _____

Print Name: _____

Print Title: _____

Date: _____