

**MICRC PROFESSIONAL SERVICES AGREEMENT
WITH INSIGHTS ADVISORS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated and made effective on [INSERT EFFECTIVE DATE], by and between the Michigan Independent Citizens Redistricting Commission (“MICRC”) and INSIGHTS ADVISORS, LLC, a Michigan limited liability company, located at 36536 Marquardt Ct., New Baltimore, MI 48047 (“Professional Contractor”). The Professional Contractor has the requisite skills necessary to assist the MICRC and represents it is fully qualified and capable of performing the requested assistance with accounting and financial reporting. The Scope of Work (“Services”) to be performed under this Agreement are attached as Exhibit A. Therefore, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Engagement of Professional Contractor

- 1.1 The MICRC engages the Professional Contractor, and the Professional Contractor agrees to perform the Services attached as Exhibit A in accordance with the terms and conditions in this Agreement.
- 1.2 The relationship of the Professional Contractor and the MICRC shall be that of Independent Contractor and no liability or benefits, such as retirement benefits or liabilities, pensions rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract for hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement.

2. Term of Contract; Termination

- 2.1 The Services to be performed by the Professional Contractor pursuant to the terms of this Agreement shall begin on the date this Agreement is fully executed and continue until December 31, 2022. The Agreement may be extended in writing and approved by the MICRC.
- 2.2 The Agreement may be terminated for any reason or no reason upon ten (10) days written notice by either party.

3. Compensation for Services Provided

- 3.1 The MICRC agrees to pay the Professional Contractor for the proper performance of Services on an hourly basis billed at a rate of \$50.00 per hour. With the MICRC Executive Director’s prior written permission, work may be performed by other Professional Contractor staff whose hourly rates range from \$80.00 per hour to \$160.00 per hour. The total fee must not exceed \$4,999.99. The total amount of compensation for services during the term of the Agreement shall not exceed the value set forth in this section.
- 3.2 It is understood and agreed by the parties that the fee stated above for performance of Services is inclusive of any and all remuneration to the Professional Contractor, and Professional Contractor shall not receive any fringe benefits including, but not

limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits and insurance benefits.

- 3.3 Professional Contractor is responsible for all payroll taxes connected with the performance of the Services to the MICRC under this Agreement. Professional Contractor shall be solely responsible to pay all applicable federal, state, and local payroll taxes and to file all related returns and reports in connection with the performance of Services to the MICRC under this Agreement. Professional Contractor acknowledges that the MICRC has no obligation to and will not withhold taxes of any kind or nature with respect to the Services performed by Professional Contractor. Professional Contractor shall indemnify and hold the MICRC harmless to the extent of any obligation of the MICRC to pay any payroll taxes, including any withholding taxes, social security taxes or unemployment taxes or similar items in connection with any payments made to Professional Contractor by the MICRC.
- 3.4 Any additional services requested by the MICRC shall be payable as mutually agreed upon in writing and approved by the MICRC.
- 3.5 Payment for the proper performance of Services shall be made following submission of an invoice for payment to the Executive Director of the MICRC. Invoices may be submitted on a bi-weekly or monthly basis and shall include the following information: Date of performance, hours and description of the Services rendered on that date.
- 3.6 The MICRC may provide reimbursement for actual expenses as set forth in this section. The QuickBooks Online subscription and mileage, based on standard State of Michigan guidelines, will be eligible for reimbursement. To receive reimbursement for expenses (e.g. travel, third-party experts, specialized data/software services, etc), Professional Contractor shall obtain approval from the Executive Director of the MICRC before incurring any such expenses. The MICRC reserves the right to deny any expenses that do not comply with the State of Michigan guidelines, or that are unreasonable.

4. Assignments and Subcontracting

- 4.1 The parties having acknowledged that this Agreement is based upon the professional qualifications of the Professional Contractor further agree that the Professional Contractor shall not assign or subcontract any of the Services to be performed under this Agreement without prior written approval of the Executive Director.

5. Amendments

- 5.1 No amendment, modification or change to this Agreement shall be effective and binding upon the parties unless it is mutually agreed upon, expressly makes reference to this Agreement, is in writing, and is signed and acknowledged by duly authorized representatives of both parties and all the requisite State approvals are obtained.

6. Conflict of Interest

- 6.1 The Professional Contractor warrants that it does not and will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement.

7. Confidential Information and Services

- 7.1 In order that the Professional Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the MICRC to disclose confidential information pertaining to the MICRC's past, present or future activities. Since it is difficult to separate confidential information, the Professional Contractor shall regard all information gained as a result of the Services to be performed as confidential and not to be disclosed to any person other than authorized representatives of the MICRC, without prior written consent of the MICRC except as required by testimony under oath in judicial proceedings, or as otherwise required by law. The Professional Contractor shall take all necessary steps to ensure that no member of its business entity discloses any information concerning these Services. This includes, but is not limited, to information on the Professional Contractor's computer system, if any.

8. Indemnification

- 8.1 To the extent permitted by law, the Professional Contractor shall indemnify, defend and hold harmless the MICRC from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be directly injured or damaged by the Professional Contractor in the performance of this Agreement and that are attributable to the negligence or tortious acts or omissions of the Professional Contractor or by anyone else for whose acts they may be liable.
- 8.2 The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type or damages, compensation or benefits payable by or for the Professional Contractor under workers' compensation acts or other employee benefit acts.

9. Fair Employment Practices

- 9.1 In accordance with the U.S. Constitution all federal laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78STAT. 252), and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1972

PA 220, MCL 37.1101, *et seq.* Professional Contractor agrees not to discriminate against an applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Agreement.

10. Representations and Warranties

- 10.1 The Professional Contractor covenants that it is not, and will not become, in arrears on any contract, debt, or other obligation to the State of Michigan, including taxes.
- 10.2 The Professional Contractor is fully qualified and capable and has the requisite skills necessary and resources necessary to perform the Services pursuant to the terms and conditions in this Agreement.

11. Miscellaneous

- 11.1 Compliance. Professional Contractor's activities under this Agreement are subject to applicable State and Federal laws.
- 11.2 Governing Law and Jurisdiction. This Agreement is subject to and constructed according to the laws of the State of Michigan, and no action shall be commenced against the MICRC, its designee, agents, or other contractors for any matter whatsoever arising out of the Agreement, in any courts other than the Michigan Court of Claims.
- 11.3 Conduct. Professional Contractor agrees to be bound by the MICRC Code of Conduct¹ (except Paragraph C), the State of Michigan Standards of Conduct for Public Officers and Contractors, Public Act 196 of 1973, MLC 15.341, *et seq.*, and comply with MICRC policies and procedures.
- 11.4 Audit. Professional Contractor acknowledges and agrees that the MICRC shall be permitted to audit the financial records pertaining to the performance of this Agreement, which may be assigned by the MICRC to its designee to conduct such audit.
- 11.5 Insurance. Professional Contractor shall purchase and maintain throughout the term of the Agreement statutory worker's compensation and commercial general liability insurance covering bodily injury, property damage, premises operations, completed operations, and contractual liability, each of which insurance policies shall have limits reasonably satisfactory to MICRC. Professional Contractor shall also maintain automobile insurance coverage on the vehicle(s) its employees use in the course of the performance of Services to the MICRC under this Agreement. The insurance shall be in the amount, with coverage and from an insurance company

¹ While the Code of Conduct explicitly refers to "Commissioners", the Commission expects its vendors, including Professional Contractor, to follow the Code of Conduct.

reasonably satisfactory to MICRC. Professional Contractor shall maintain coverage without interruption during the term of this Agreement.

- 11.6 Work Product Review. Any materials pertaining to the Professional Contractor’s work will be shared with the MICRC Executive Director prior to disseminating or publishing such materials.
- 11.7 Retention of Documents. All documents and records of any kind, either written or electronic, pertaining to the MICRC are property of the MICRC, and at the conclusion of the Professional Contractor’s service, or before if requested, shall be preserved and turned over to the MICRC.
- 11.8 No Waiver. A party’s failure to insist on the strict performance of this Agreement shall not construe waiver of any breach of the Agreement.
- 11.9 Additional Contractors. It is understood that this is not an exclusive service contract and during the term of this Agreement the MICRC may contract with other contractors providing the same or similar services and the Professional Contractor is free to render the same or similar services to other clients provided that the obligations to the MICRC under this Agreement will not be affected in any manner.
- 11.10 Headings. Section headings are for convenience only and shall not be used to interpret the scope or intent of this Agreement.
- 11.11 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.
- 11.12 Severability. If any provision of this Agreement or its application to any persons or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.
- 11.13 Issuing Office. This Agreement is issued by the MICRC and is the only State office authorized to change the terms and conditions of this Agreement.

MICRC

Professional Contractor

**Edward Woods III
Executive Director**

**Bob Weins, Manager
Insights Advisors, LLC**

Date: June 15, 2022

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