

# Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

Phone: (269) 385-0409 · Fax: (269) 343-3308 · Email: info@smpcregion3.org

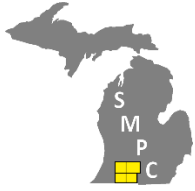
## Board Meeting Agenda

**MEETING DATE:** Wednesday, December 11, 2024  
**MEETING TIME:** 11:30 am  
**MEETING LOCATION:** Road Commission of Kalamazoo County  
4400 S 26th St  
Kalamazoo, MI 49048

### Call to Order

1. Representative Attendance [Action]
2. Approval of the Agenda [Action]
3. Approval of the Minutes [Action]
4. Public Comment
5. Transportation
- a. KATS report
6. SMPC Transition [Action]
  - a. Updates from Transition Committee
  - b. Contract with the Upjohn Institute
  - c. Employment Agreement
  - d. Employee Handbook
7. Economic Development Administration [Action]
  - a. CEDS Application
8. EPA Regional Brownfield Grant [Action]
  - a. Update on the Work
9. Staff Report/Other
  - a. Update on Planning Work
  - b. Update on the Materials Management Work
  - c. Monthly Correspondence
10. Representative Comments
11. Adjournment

**Next Meeting:** January 22, 2025



# Southcentral Michigan Planning Council

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Phone: (269) 385-0409 · Fax: (269) 343-3308 · Email: info@smpcregion3.org

## Board Meeting Minutes

**MEETING DATE:** Wednesday, November 13, 2024

**MEETING TIME:** 1:00 pm

**MEETING LOCATION:** W.E. Upjohn Institute  
300 South Westnedge Ave  
Kalamazoo, MI 49007

1. Call to Order
  - a. The meeting was called to order at 1:09pm
2. Representative Attendance
  - a. Representatives present
    - i. Bomba
    - ii. Carahaly
    - iii. Coney
    - iv. Hazelbaker
    - v. Frisbie
  - b. Representatives Absent
    - i. Davis
  - c. Combs resigned prior to the meeting
3. Approval of the Agenda
  - a. Coney made a motion to approve the agenda. Bomba seconded.
    - i. **The motion carried.**
4. Approval of the Minutes
  - a. Carahaly noted that Combs was absent from the meeting.
  - b. Coney made a motion to approve the Minutes.
    - i. **The motion passed by unanimous consent.**
5. Public Comment
  - a. None made.
6. Transportation
  - a. KATS staff gave a verbal and written report
  - b. The board had a few questions about the Rural Task Force.
7. SMPC Transition
  - a. Updates from Transition Committee
    - i. Staff gave a verbal update on the activities of the Transition Committee.
  - b. Bank Account Resolution
    - i. Frisbie made a motion to approve the resolution. Bomba seconded.
      - 1) **The motion carried.**
  - c. Executive Director Offer
    - i. The position was offered to Brian Pittelko. The total compensation was set at \$95,000. The compensation will be both salary, retirement, and other benefits.
    - ii. Frisbie made a motion to authorize the Transition Committee to formally extend an offer to Brian Pittelko, engage legal to draft an employment agreement, and to determine the details of the employment agreement as well as authorize the chair to sign the employment agreement.
      - 1) Bomba seconded the motion.
        - 2) **The motion carried.**

- d. Budget Updates
  - i. The board discussed updates to the budget.
  - ii. The board also discussed updating the resolution that authorizes staff to apply for grants.
- 8. Economic Development Administration
  - a. CEDS Application
    - i. Discussed earlier in the meeting.
- 9. EPA Regional Brownfield Grant
  - a. Update on the Work
    - i. Adams gave a quick update on the work to date and any remaining funds.
  - b. Extension Request
    - i.
- 10. Staff Report/Other
  - a. Update on Planning Work
    - i. St. Joseph County Joint Plan
    - ii. Constantine TIF
  - b. Update on the Materials Management Work
  - c. Liability Insurance
  - d. Monthly Correspondence
- 11. Representative Comments
  - a. Bomba: Calhoun County is starting its master plan update. The county is struggling to find a planner who can help with the county master plan. The countywide transit millage passed. The old McCamley Hotel has been remodeled as a Doubletree by Hilton and has been very popular since it reopened.
  - b. Coney: Sturgis completed RRC essentials last year and is completing the process of updating its zoning ordinance as part of the process. The City also did a large lighting project downtown using local grants, public donations, and state matching funds. They also completed a number of other placemaking investments.
  - c. Hazelbaker asked Bomba and Coney about county-wide transit in each of their counties. He wanted to know because Clemons and the Walmart distribution center have transportation needs and many of the folks moving to the county have transportation needs.
  - d. Frisbie: thanked the Transition Committee for all their work.
- 12. Adjournment

The meeting was adjourned at 2:41pm.

***Next Meeting: December 11, 2024***



## The Metropolitan Planning Organization for the Greater Kalamazoo Area

5220 Lovers Lane, Suite 110

Portage, MI 49002

269-343-0766

info@KATSmpo.org

TO: Southcentral Michigan Planning Council Board  
FROM: Steven Stepek, KATS Executive Director  
DATE: December 6, 2024  
SUBJECT: Southcentral Michigan Planning Council Report

During the month of November 2024, KATS staff worked on the Michigan Department of Transportation (MDOT) Planning Activities for the Southcentral Michigan Planning Council (SMPC). Work was concentrated in the following activities:

- Continued to work with Rural Task Force and Small Urban eligible agencies to resolve programming issues and answer questions on procedures
- Completed scheduling for county level Rural Task Force meetings
- Advertised, prepared materials, facilitated and generate/posted to SMPC Website minutes for county level Rural Task Forces meetings for all five counties in Region 3
- Generated the Regional Transportation Planning Work Program Final Report for FY 2024 and forwarded to SMPC manager for submission to MDOT Planning
- Attended MDOT's November monthly Rural Task Force meeting
- Attended the Transportation Asset Management Council's Coordination meeting
- Update tracking spreadsheet for the 2026 – 2029 Rural Task Force Transportation Improvement Program
- Uploaded final 2024 local PASER ratings to MDOT/TAMC
- Started work on scheduling a meeting of the full Rural Task Force #3

Anticipated future activities include:

- Continuing updating and entering project data in JobNet for the 2023 - 2026 and 2026 - 2029 Transportation Improvement Programs as project data sheets are submitted or as otherwise needed
- Scheduling and facilitating public meetings for consideration and approval of Rural Task Force and Small Urban changes to the 2023 - 2026 and 2026 - 2029 Transportation Improvement Programs as needed.
- Distributing Highway Performance Monitoring System (HPMS) segments to local agencies for updating
- Submitting updated HPMS data to MDOT once completed by local agencies
- Finalizing scheduling of and holding a public meeting for consideration of Rural Task Force projects for the 2026-2029 Transportation Improvement Program (TIP).
- Programming approved Rural Taks Force projects in JobNet once approval is granted by the full RTF #3 voting members
- Attending PASER training for 2025 rating

## MASTER SERVICES AGREEMENT

Effective as of January 1, 2025 (the "**Effective Date**").

### Between

**W.E. UPJOHN INSTITUTE FOR EMPLOYMENT RESEARCH**  
300 South Westnedge Avenue  
Kalamazoo, MI 49007  
("**Upjohn Institute**")

Attention: Kathy Breyfogle  
Telephone No.: (269)385-0449  
E-mail Address: [breyfogle@upjohn.org](mailto:breyfogle@upjohn.org)

### And

**Southcentral Michigan Planning Council (SMPC)**  
527 South Street  
Kalamazoo, MI 49007  
("**Client**")

Attention: Vincent Carahaly  
Telephone No.:  
E-mail Address: [vince@carahaly.com](mailto:vince@carahaly.com)

This Master Services Agreement ("**Agreement**") sets forth the terms and conditions under which Upjohn Institute will provide certain services for Client as may from time to time be mutually agreed upon by the parties. This Agreement is comprised of the terms and conditions attached hereto and any executed SOW (as defined in Section 1.1). Each SOW shall be governed by this Agreement. If there is a conflict between this Agreement and any SOW, the terms of the SOW shall control. In consideration of the mutual promises and benefits made and contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. **SCOPE OF SERVICES**

1.1. **Services.** Upjohn Institute agrees to provide certain economic research and analysis, outreach, and other professional services as set forth in one or more statements of work agreed to between the parties (the "**Services**") as set forth in Attachment A (each a "**SOW**"). Each SOW shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as fully as though set forth herein.

1.2. **Location of Services.** All Services shall be performed at whatever location Upjohn Institute determines best facilitates the performance of the Services, unless otherwise set forth on a specific SOW. Client agrees to provide remote access to needed systems and all technical or other information required by Upjohn Institute to perform the Services as described in the SOW.

1.3. **Acceptance.** Unless otherwise provided in the SOW, following delivery of the Deliverables (as defined in Section 2.1), Client shall have a reasonable amount of time in which to review the Deliverables to verify that it meets the specifications set forth in the SOW. If the Deliverables do not meet such specifications, Client shall notify Upjohn Institute, and Upjohn Institute shall revise the Deliverables to Client's reasonable satisfaction. The Deliverables shall be deemed accepted upon written notice of acceptance by Client or expiration of reasonable amount of time if Client fails to notify Upjohn Institute of any deficiency.

1.4. **Out-of-Scope Services.** Prior to Upjohn Institute's performance of any Out-of-Scope Services, both parties must complete and execute an Amendment ("Amendment"). Each Amendment shall be in writing, shall contain the information required to define the applicable scope of Out-of-Scope Services, shall be in the form as agreed upon by the parties, and shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein. "**Out-of-Scope Services**" are any services that are not detailed in a particular SOW. Upjohn Institute will have no obligation to perform any Out-of-Scope Services requested by Client unless and until the parties have completed an Amendment with respect to such Out-of-Scope Services.

1.5. **Subcontractors and Consultants.** Client understands and agrees that Upjohn Institute may use independent contractors and/or consultants ("**Subcontractors**") in connection with the performance of the Services, provided that Upjohn Institute will be responsible for supervision of such Subcontractors, and Upjohn Institute will remain

responsible for performance of the Services, regardless of whether any portion thereof is performed by any Subcontractor.

1.6. **Client Responsibilities.** Client shall:

- (a) cooperate with Upjohn Institute's reasonable requests related to the Services;
- (b) be reasonably available by phone or email as may be required to complete the Services;
- (c) provide access as needed to Client's devices and systems and all technical or other information required by Upjohn Institute to perform the Services or provide the Deliverables;
- (d) provide Upjohn Institute with all materials, including, but not limited to information systems, photos, graphics, and logos, and all other access or material needed for Upjohn Institute to perform the Services or provide the Deliverables (collectively, "**Client Materials**"); and
- (e) obtain and maintain any and all consents and licenses as necessary for Upjohn Institute to perform the Services or provide the Deliverables.

Upjohn Institute shall not be responsible for any delays caused by Client, including Client's failure to provide reasonable assistance to Upjohn Institute. In the event that Client fails to timely fulfill its obligations under this Agreement, and such failure adversely affects the Services, Client acknowledges that Upjohn Institute will be entitled to appropriate relief, including adjusting the cost or timing of the Services and reassigning team members to other projects.

2. **INTELLECTUAL PROPERTY**

2.1. **Deliverables.** Unless otherwise provided in the SOW, any and all work produced by Upjohn Institute in the course of Upjohn Institute's performance of the Services (the "**Deliverables**"), including, without limitation, all underlying copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**"), or the like, shall be the sole and exclusive property of Client; provided, however, that Upjohn Institute reserves all title and ownership of all of its pre-existing works, artwork, software, programs, and materials provided by Upjohn Institute for use in the Deliverables (the "**Preexisting Work**"). Upjohn Institute shall not provide any original files in connection with the Deliverables. Client grants to Upjohn Institute a nonexclusive, perpetual, irrevocable, paid-up, royalty-free and worldwide license to use the data and deliverables created under this Agreement for non-commercial scholarly use and publication. Upjohn Institute agrees to acknowledge that the work product was prepared for Client in any use or publication.

2.2. **Ownership of Underlying Intellectual Property Rights.** Unless otherwise agreed by the parties, nothing in this Agreement, including any SOW, shall transfer or otherwise affect the Intellectual Property Rights of either party in existence prior to the Effective Date or unrelated to the Services.

2.3. **Third Party Materials.** "**Third Party Materials**" means any code, libraries, programs, software, open source software (being any open source, community or other free code or libraries of any type, including, without limitation, any code which is made generally available on the internet without charge), documentation or other intellectual property rights of any type which is not the sole property of Upjohn Institute or licensed without restriction to Upjohn Institute. If and to the extent that Third Party Materials are incorporated into any Deliverable, Client shall obtain for Upjohn Institute a license to use the Third Party Materials, but all such Third Party Materials shall be subject to such third party's terms and conditions.

3. **TERM AND TERMINATION**

3.1. **Term.** This Agreement shall remain in effect until terminated by either party as provided in this Agreement (the "**Term**"). Each SOW shall remain in effect until it has expired or has been terminated or the Services described therein have been completed.

3.2. **Termination by Either Party.** This Agreement or any SOW may be terminated by either party if the other party:

(a) Commits a material breach of any of its obligations under this Agreement or any SOW and fails to correct such failure within thirty (30) days after receipt of written notice;

(b) Ceases conducting business in the normal course, admits its insolvency or makes an assignment for the benefit of creditors; or

(c) Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization and such proceeding is not dismissed within ninety (90) days after it is commenced.

3.3. **Termination for Convenience.** Either party may terminate this Agreement upon thirty (30) days' written notice to the other party at any time that no SOW is then in effect.

3.4. **Effect of Termination.** Upon termination of this Agreement or any SOW, Client shall pay Upjohn Institute for all Services completed by Upjohn Institute prior to the termination date and each party shall return to the other party any and all Confidential Information of such party then in its possession or control.

3.5. **Survival of Terms.** Upon termination of this Agreement, the provisions of this Agreement that would naturally survive the termination of this Agreement, including but not limited to the provisions providing regarding intellectual property ownership (Section 2), payment of fees and expenses that accrued prior to termination (Section 4), warranties and limitations of liability (Section 5), protection of Confidential Information (Section 6), and the general terms and conditions (Section 8), shall continue and survive in full force and effect.

#### 4. **PRICE AND PAYMENT**

4.1. **Payment for Services.** Client will pay Upjohn Institute for the Services in the amounts and at the rates specified in each SOW.

##### 4.2. **Fee Arrangements.**

(a) **Time and Materials Basis.** In the event that a particular SOW is being performed under a time and materials basis, then Upjohn Institute shall provide the Services in accordance with the hourly rates set forth in the applicable SOW. Upjohn Institute shall provide an invoice to Client in accordance with the payment schedule set forth in such SOW, provided that if the parties fail to specify a payment schedule on a SOW, then Upjohn Institute shall provide an invoice to Client on a monthly basis for the Services performed in the preceding month. In the event a SOW is not executed but Upjohn Institute performs services pursuant to the direction of Client, or if a SOW does not specify the type of payments to be made by Client, then such Services shall be rendered on a time and materials basis, and Client agrees to pay Upjohn Institute for such Services at Upjohn Institute's then-current rates for the type of services performed in accordance with Section 4.4.

4.3. **Expenses.** In addition to the fees set forth above, Client shall reimburse Upjohn Institute for all reasonable out-of-pocket expenses, including, without limitation, travel and living expenses, incurred by Upjohn Institute in connection with the performance of Services. Upjohn Institute will include such expenses as a separate line item in Client's invoice. Upon reasonable request by Client, Upjohn Institute shall provide copies of documentation for such expenses.

4.4. **Invoices.** Client shall pay each invoice within thirty (30) days from the date of each invoice. Charges by Upjohn Institute do not include state or federal sales, use, excise, personal property, or other similar taxes, all of which shall be paid by Client. Upjohn Institute may recover from Client all reasonable collection expenses for past due invoices, including reasonable attorney fees and costs.

#### 5. **WARRANTIES; INDEMNIFICATION; LIMITATIONS**

5.1. **General Warranties.** Each of Upjohn Institute and Client represents and warrants that it has the power, authority and right to enter into and perform this Agreement.

5.2. **Services.** Upjohn Institute warrants that (a) the Services provided under this Agreement will be performed in a professional manner, and (b) the Deliverables will materially conform to the specifications set forth in the SOW. Client shall notify Upjohn Institute in writing of any breach of this warranty within thirty (30) days after

completion of the Service. Upjohn Institute's sole obligation to Client, and Client's exclusive remedy for breach of this warranty, is Upjohn Institute's re-performance of the Service.

5.3. **Disclaimer.** THE WARRANTIES SET FORTH IN SECTIONS 5.1 AND 5.2 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. UPJOHN INSTITUTE EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, ACCURACY NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

5.4. **Indemnification.**

(a) Upjohn Institute will indemnify and hold harmless Client against any and all claims or liabilities arising out of the violation, or any claim of violation, of any third party's Intellectual Property Rights (each, a "**Claim**") by any product, services or intellectual property provided by such party in connection with the Services. Upjohn Institute shall have no obligation under this Section to the extent any Claim is caused by: (i) use of the Deliverables for any purpose other than the purpose for which they were created pursuant to the SOW; (ii) any material alteration or modification of the Deliverables not intended or authorized by Upjohn Institute, or subsequently incorporated into the Deliverables by Client, if the infringement would not have occurred but for such alteration or modification; (iii) Upjohn Institute's compliance with Client's specifications; (iv) Client's failure to comply with Upjohn Institute's instructions regarding the Deliverables, which, if implemented, would have rendered the Deliverables to become non-infringing; or (v) any Third Party Materials.

(b) Client shall defend, indemnify, and hold harmless Upjohn Institute from and against any and all third party claims, losses, liabilities, suits or actions, including court costs and reasonable attorneys' fees (each a "**Third Party Claim**") to the extent arising out of or related to: (i) Client's use of the Deliverables; (ii) Upjohn Institute's creation of the Deliverables in accordance with Client's instructions, including Upjohn Institutes' use, possession, or incorporation of any Client Materials into the Deliverables; or (iii) Client's gross negligence or willful misconduct.

5.5. **Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR PROFITS, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF OR COULD FORESEE THE DAMAGES. IN NO EVENT SHALL UPJOHN INSTITUTE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO UPJOHN INSTITUTE UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE PROVISIONS OF THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE OR LOSS ASSERTED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

6. **CONFIDENTIALITY**

6.1. **Confidential Information.** From time to time during the Term of this Agreement, either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**"), certain non-public, proprietary, or otherwise confidential information of Disclosing Party that is designated as confidential or proprietary or which reasonably ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure, including, without limitation, business operations, activities, and present or proposed products, processes (including all software programs), product developments, customers, strategies, personnel, supply usage, facility locations, business goals, finances, sales, know-how, and marketing or sales techniques, Client information (including names, needs, and contacts), service providers and the like ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information.

6.2. **Nondisclosure.** The Receiving Party shall (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its



own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to its employees, subcontractors, and agents who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

6.3. **Survival.** With regard to Confidential Information, the obligations in this Section shall survive termination of this Agreement for so long as such information is deemed the Confidential Information of the Disclosing Party.

## 7. **DISPUTE RESOLUTION**

7.1. **Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted according to the laws of the State of Michigan (without regard to its conflict of law principles), and the parties hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising under or in connection with this Agreement. Any such dispute shall be brought before the Circuit Court for Kalamazoo County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. The parties hereby waive any objection based on inconvenient forum.

7.2. **Injunctive Relief.** Upjohn Institute and Client agree that, in the event of any breach of Section 6 or Section 8.1, monetary damages may not be a sufficient remedy or protection for the aggrieved party and the aggrieved party may be entitled to injunction or other relief as deemed proper or necessary by a court of competent jurisdiction.

7.3. **Statute of Limitations.** No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach.

## 8. **GENERAL TERMS AND CONDITIONS**

8.1. **No Solicitation.** During the Term of this Agreement and for twelve (12) months after any termination of this Agreement, or six (6) months following termination of employment of an employee with the other party, whichever occurs first, Upjohn Institute and Client agree not to directly or indirectly solicit, offer employment, employ or retain as an employee or consultant, any employee, consultant, sub-contractor or other agent of the other party who was associated with the performance of the Services under this Agreement.

8.2. **Marketing.** Upjohn Institute may list Client as a client of Upjohn Institute, including through the use of Client name or logo, in its marketing materials, including its website subject to Client's prior written approval, which shall not be unreasonably withheld.

8.3. **Independent Contractor.** Upjohn Institute is an independent contractor and nothing in this Agreement shall be deemed to make Upjohn Institute an agent, employee or joint venturer of Client.

8.4. **Excusable Delays.** Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations (which may only be delayed and not excused entirely), where such failure is caused in whole or in part by events, occurrences or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay or failure to perform.

8.5. **Notices.** Any notice, request, approval, consent, authorization, or other communication required or permitted under this Agreement (a) will be in writing, (b) will be considered to have been given if either (i) delivered and receipted by express courier service, charges prepaid, or (ii) sent by electronic mail, provided that there is evidence and confirmation of delivery and receipt, and (c) will be addressed to the parties at the addresses first set forth above or at such other addresses as the parties may designate in writing.

8.6. **Amendment.** No provision of this Agreement may be modified except by a written document signed by a duly-authorized representative of each party.

8.7. **Assignment.** Client may not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Upjohn Institute, which consent may not be unreasonably withheld, except Client may assign this Agreement without the consent of Upjohn Institute as part of a sale of all or substantially all of Client’s assets or in connection with a merger or similar transaction. Any assignment in violation of this Section shall be void and of no effect. Upjohn Institute may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of Client.

8.8. **Interpretation.** Headings in this Agreement are inserted only for convenience and are not to be used to define, limit or construe the scope of any term or provision of this Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another. No provision of this Agreement shall be construed to provide or create any third party beneficiary right or any other right of any kind in any third party.

8.9. **Waiver.** No provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of or excuse for any different or subsequent breach.

8.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Upjohn Institute and Client and their respective legal representatives, successors and permitted assigns.

8.11. **Severability.** If any provision of this Agreement shall be prohibited or rendered unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition or unenforceability, without invalidating any of the remaining provisions.

8.12. **Counterparts; Executable by Electronic Means.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Any signature of this Agreement or any SOW through facsimile or other electronic means shall constitute execution of the Agreement or SOW by such party.

8.13. **Entire Agreement.** This Agreement, including all SOWs, constitutes the entire agreement between Upjohn Institute and Client with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement. The terms and conditions of any other instrument issued by Client that are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Upjohn Institute.

The parties have executed this Master Services Agreement as of the Effective Date.

**W.E. UPJOHN INSTITUTE FOR  
EMPLOYMENT RESEARCH**

Southcentral Michigan Planning Council  
(Client)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

**Attachment A**

**STATEMENT OF WORK NO. 01 TO  
MASTER SERVICES AGREEMENT**

This Statement of Work ("**SOW**") is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Services Agreement dated [REDACTED], 20[REDACTED] (the "**Agreement**") by and between the W.E. Upjohn Institute for Employment Research ("**Upjohn Institute**") and the undersigned Client ("**Client**"). Capitalized terms not elsewhere defined in this Statement of Work shall have the meanings ascribed to them in the Agreement.

<b>Project Background/Overview</b>	Southcentral Michigan Planning Council technical assistance
<b>Deliverables/ Specifications</b>	- Provide technical assistance on mutually agreed upon SMPC projects - Provide office space for SMPC Director (Optional)
<b>Key Personnel (if any)</b>	Lee Adams, Director of Community Development
<b>Term of SOW</b>	1/1/25 – 9/30/26
<b>Pricing</b>	<b>Check one:</b> Time and Material: Lee Adams: \$64.02/hr Research Assistant: \$39.90/hr Mapping Specialist: \$39.90/hr Fringe: 32.8% Space (Optional): \$500/month – month to month until terminated by either party Indirect Cost Rate: 15%; De Minimis on federal projects (15% of MTDC)
<b>Payment Schedule</b>	Invoices will determined by individual SOW, except for space which is due by the first of the month.
<b>Invoicing Information</b>	Email to Brian Pittelko, Pittelko@??
<b>Other Terms and Conditions</b>	Space rental may be terminated with 30 days written notice. Termination of space rental will not affect the validity of this Master Services Agreement.

The parties have executed this Statement of Work as of the dates set forth below their respective signatures.

**W.E. UPJOHN INSTITUTE FOR  
EMPLOYMENT RESEARCH**

Southcentral Michigan Planning Council  
(Client)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_