

Execution Copy

CASE - 388987

Amendment One  
to the  
Michigan Economic Development Corporation  
Professional Services Contract  
with  
Moment Strategies LLC

This Amendment One (the "Amendment"), dated September 27, 2023, is to the Michigan Economic Development Corporation (the "MEDC") Professional Services Contract with Moment Strategies LLC (the "Contractor"), CASE-374733 (the "Agreement").

Under the Agreement, the MEDC provided the Contractor with funding assistance to support the MEDC in development of a Michigan-focused message and strategy concentrated on communicating the value that transformational projects and sites can bring to Michigan, and the opportunities they hold for all Michiganders.

The MEDC wishes to extend the term of the Agreement to permit the continuation of the Contractor's services and provide additional funds. Pursuant to Section R) of the Agreement, the Parties agree to amend the Agreement as follows:

1. Delete Section I. of the Agreement and replace with the following:

"Contractor will support the MEDC in development of a Michigan-focused message and strategy concentrated on communicating the value and opportunity transformational projects and sites can bring to Michigan, leveraging additional partners or vendors to support these efforts as needed.

2. Amend Section II. of the Agreement to delete "July 31, 2023" and replace with "December 31, 2023".
3. Amend Section III A) of the Agreement to delete "Fifty-One Thousand Dollars (\$51,000)" and replace with "One Hundred Nine Thousand Dollars (\$109,000)"
4. Exhibit A is deleted in its entirety and replaced with the attached Revised Exhibit A.

The following document is incorporated by reference as binding obligations, terms and conditions of the Agreement:

Revised Exhibit A:

Except as specifically provided above, the Parties agree that all terms and conditions of the Agreement shall remain unchanged and in effect.

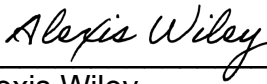
*(remainder of page intentionally left blank)*

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The signatories below warrant that they are empowered to enter into this Amendment.

**CONTRACTOR ACCEPTANCE:** Moment Strategies LLC

Dated: 09/27/23

  
\_\_\_\_\_  
Alexis Wiley  
Owner/Operator

**MEDC ACCEPTANCE:** Michigan Economic Development Corporation

Dated: 9/28/2023

DocuSigned by:  
  
\_\_\_\_\_  
Christin Armstrong  
Secretary

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**REVISED EXHIBIT A****Scope of Work #1**

Phase	Activity	Description
Phase I:  January 30 - February 30, 2023	Message Development / Marshall Site	<ul style="list-style-type: none"> <li>• Work closely with MEDC communications team to develop a clear understanding of the megasite assembly process and current local engagement strategy</li> <li>• Develop a central, locally focused message on the benefits of megasites</li> <li>• Serve as strategic partner and develop talking points, press releases and locally focused content related to the Marshall Megasite and associated public meetings on an as needed basis</li> <li>• Support development and execution of rapid response strategy related to media inquiries and comments made at public meetings</li> <li>• Develop a one page locally focused fact sheet on megasites</li> </ul>
Phase II:  February 29 - March 30, 2023	Develop Digital and Earned Media Strategy	<ul style="list-style-type: none"> <li>• Develop an overarching digital and earned media communications strategy focused on communicating the local benefits and opportunities megasites offer, including lifting up sites that have already been announced and the opportunities they are bringing to Michigan communities</li> <li>• Engage with comms leads for local communities and stakeholders in the development of fact sheets, talking points, etc.</li> <li>• Craft story ideas and proactively identify media opportunities in anticipation of public meetings</li> <li>• Strategize on digital and video content for the Michigan audience that compliments communication and engagement strategy around Michigan megasites as part of the state's economic development strategy.</li> </ul>

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Phase III: March 30 - July 30, 2023	Digital and Earned Media Strategy in Operation	<ul style="list-style-type: none"> <li>Help identify and work with state stakeholders to proactively deploy messaging through earned media and various platforms</li> <li>Regularly engage with communications and community engagement leads across agencies through the weekly communications meetings and other means to ensure message alignment across all platforms &amp; identify press opportunities</li> </ul>
Phase IV: July 1, 2023- December 30, 2023	Earned media Strategy and Consulting	Continuation of the work executed in Phase III with the addition of strategy related to projects in Mecosta County, Shiawassee County and Monroe County.

Phase I will require significant support in order to take control of the narrative and position megasites as a positive opportunity for all Michiganders. During phases II, III and IV we will leverage the momentum garnered in favor of megasites to remain top of mind within communities that will benefit from the development of megasites.

Phase	
Phase I: Message Development / Marshall Site	\$9,000 Flat Fee
Phase II: Develop Digital and Earned Media Strategy	\$7,000/month
Phase III: Digital and Earned Media Strategy in Operation	\$7,000/month
Phase IV: Digital and Earned Media Strategy in Operation	\$7,000/month

**Assumptions**

It is assumed that:

- The project will focus on the state's existing or future megasites - Marshall, Lansing, Mundy Twp., Mecosta County, Shiawassee County, Monroe County. There will be

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no change in scope

- Once the Contractor has gathered public support in favor of the Marshall Megasite, then the remaining months will focus on maintaining support and building the narrative around Lansing / Mundy Twp/Mecosta County sites, along with overall imperative for megasites in statewide economic development strategy.

## Constraints

Constraints for this project is listed below:

- Contractor is to provide public relations and media support throughout the engagement. Any activities that do not fall within public relations / media support are not authorized for this project.
- The project must operate within the funding and resource allocations approved
- The project team must deliver the digital and earned media strategy with no requirement for additional support outside of what is requested.

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CASE - 403965

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION  
PROFESSIONAL SERVICES CONTRACT WITH  
MOMENT STRATEGIES LLC**

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement for professional services (the "Agreement") with Moment Strategies LLC (the "Contractor"). The MEDC and Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties."

**Contractor:** Moment Strategies LLC

Personal Info

Personal Info

**I. NATURE OF SERVICES**

Contractor will support the MEDC in rapid response/crisis communications to ensure focus is on MEDC's continued contributions throughout Michigan, provide broad media relations services, continue driving messages regarding large-scale economic development, and other priorities as designed by MEDC Marketing leadership.

**II. PERFORMANCE SCHEDULE**

Starting Date: January 1, 2024

Ending Date: September 30, 2024

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

**III. COMPENSATION INFORMATION**

- A) The MEDC agrees to pay Contractor an amount not to exceed Fifty-Two Thousand Five Hundred and 00/100 Dollars (\$52,500.00) during the Term. This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the MEDC to Contractor upon receipt and approval by the Contract Manager, as identified in Section IV, of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction on a monthly basis. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).

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- C) MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
- D) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the MEDC.
- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

**IV. MEDC CONTRACT MANAGER**

Contractor should communicate with the following MEDC representative, or such other person as designated by the MEDC (the "Contract Manager"), regarding this Agreement:

Courtney Overbey Martinez  
Michigan Economic Development Corporation  
300 North Washington Square  
Lansing, Michigan 48913  
[overbeyc1@michigan.org](mailto:overbeyc1@michigan.org)

**V. TERMS AND CONDITIONS**

**A) Contractor Duties**

- (i) Contractor agrees to undertake, perform, and complete the services described in Exhibit A (the "Scope of Work"), which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.
- (ii) Within seven (7) business days of the last business day of each month, the Contractor will provide a progress report to the MEDC Contract Manager. The progress report must contain a brief summary of the work accomplished during that month; the work to be accomplished during the subsequent month; and any problems, real or anticipated which should be brought to the attention of the MEDC Contract Manager. Further, this report must provide notice of any significant deviation from previously agreed upon work plans.

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**B) Independent Contractor**

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the MEDC due to this Agreement and the relationship between Contractor and MEDC. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- (i) The services identified in this Agreement are to be completed by the Term defined in this Agreement, as amended;
- (ii) As part of its normal course of business, Contractor provided input regarding the compensation or consideration for services identified in this Agreement;
- (iii) Contractor will maintain an independent, self-supporting business and provide the services under this Agreement free from the direction or control of the MEDC as to the means, manners, and methods of performance;
- (iv) Contractor has the right, and is encouraged to, perform services for third parties during the Term;
- (v) Contractor acknowledges the work performed is complementary, but not integral, to the mission of the MEDC;
- (vi) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the MEDC and the MEDC shall have the right to copyright or otherwise protect its rights in and ownership of the work product;
- (vii) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, with its own tools and equipment, and the MEDC shall not hire, supervise, or pay any assistants to help Contractor, nor provide Contractor with any specific tools or equipment to perform the services;
- (viii) Given Contractor is being engaged for its unique skill set, neither Contractor nor Contractor's employees or contract personnel shall receive any training from the MEDC in the professional skills necessary to perform the services required by this Agreement;
- (ix) Neither Contractor nor Contractor's employees or contract personnel shall be required by the MEDC to devote full time, or turn down other work opportunities, for the performance of the services required by this Agreement; and



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- (x) Contractor does not receive the majority of its annual compensation from the MEDC.

The Parties acknowledge and agree that the MEDC is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

C) **Permits and Licenses**

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates, and/or licenses throughout the Term.

D) **Materials**

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

E) **State and Federal Taxes**

The MEDC will not:

- (i) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- (ii) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal, or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the MEDC, Contractor shall provide the MEDC with proof that such payments have been made.

F) **Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the MEDC.

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**G) Workers' Compensation**

The MEDC shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover those employees with workers' compensation insurance and shall maintain such insurance during the Term. The MEDC may, in its discretion, require Contractor to provide evidence of such coverage.

**H) Unemployment Compensation**

The MEDC shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. 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 MEDC under this Agreement.

**I) Access to Records**

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or its authorized representative at any time during this period.

**J) Termination**

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MEDC may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MEDC, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MEDC's reputation or interests. In addition, the MEDC may immediately terminate this Agreement upon written notice to Contractor, without further liability to the MEDC or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the MEDC, reflects on Contractor's business integrity.

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Contractor acknowledges that MEDC's performance of its payment obligation is dependent upon the MEDC Executive Committee's continued approval of funding and/or the MEDC's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MEDC Executive Committee:

- (i) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or
- (ii) takes any action that is unrelated to the source of funding for this Agreement, but affects the MEDC's ability to perform obligations under this Agreement, the MEDC may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or MEDC's Executive Committee results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the MEDC will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The MEDC shall have no obligation to Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the MEDC. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MEDC.

**K) MEDC Employees**

Contractor will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.

**L) Confidential Information**

Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the MEDC (collectively, "Confidential Information") without the prior written consent of the MEDC. Confidential Information does not include:

- (i) information obtained by Contractor from third party sources;

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- (ii) that is already in the possession of, or is independently developed by, Contractor;
- (iii) that becomes publicly available other than through breach of this subsection; or
- (iv) is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor.

Contractor acknowledges that all information provided by the MEDC in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

**M) Conflict of Interest**

Except as has been disclosed to the MEDC, Contractor affirms that neither the Contractor nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the MEDC would be influenced. Contractor shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, Contractor will inform the MEDC regarding possible conflicts of interest that may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this subsection, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

**N) Representations of Contractor**

Contractor affirms to the best of its knowledge that it or its owners:

- (i) do not have any criminal convictions;
- (ii) are not subjects of any pending criminal investigation;

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- (iii) are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal, state, or local taxing authority, or court;
- (iv) are not subjects of any past, pending or present litigation regarding its conduct; and
- (v) are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the MEDC or any other public body.

Contractor further represents and warrants that it has not been a party to any contract with the State, the MEDC or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

**O) State of Michigan Competitors**

Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan or the MEDC or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the Ending Date, the effective date of termination of this Agreement or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

**P) Irreparable Injury**

Contractor acknowledges that if it breaches any of its obligations under subsections L or O, it will cause damages of an irreparable and continuing nature to the MEDC, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the MEDC is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The MEDC shall have the right to obtain such relief without having to post any bond or other surety.

**Q) Indemnification and Contractor Liability Insurance**

Contractor shall indemnify, defend, and hold harmless the MEDC, its Executive Committee, its Corporate Board of Directors, and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Contractor's performance under this Agreement, including any liability resulting from any acts of Contractor's employees or agents.

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Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of Contractor's operations. Contractor will provide and maintain its own errors and omissions liability insurance for Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than One Million Dollars (\$1,000,000) of coverage, but Contractor's indemnification obligation is not limited to this amount.

**R) Total Agreement**

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

**S) Assignment/Transfer/Subcontracting**

Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable.

**T) Non-Discrimination and Unfair Labor Practices**

In connection with this Agreement, Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Contractor further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

Pursuant to 1980 PA 278, State Contracts with Certain Employees Prohibited Act (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a

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contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MEDC may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this subsection constitutes a material breach of this Agreement.

U) **Jurisdiction**

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

V) **Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement.

W) **No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither Contractor nor Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of MEDC nor shall they have any authority to take any action or enter into any agreement on behalf of MEDC.

X) **No Third Party Beneficiaries**

There are no expressed or implied third-party beneficiaries to this Agreement.

Y) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Z) **Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MEDC, MEDC shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse MEDC for

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payments which were expended for purposes other than those described in this Agreement, as well as any funds that were previously disbursed under this Agreement but not yet expended by Contractor.

**AA) Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

**BB) Publicity**

At the request and expense of the MEDC, the Contractor will cooperate with the MEDC to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

**CC) Survival**

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X), V(Z) and V(AA) shall survive termination of this Agreement.

*(remainder of page intentionally left blank)*



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The signatories below warrant that they are empowered to enter into this Agreement.

**CONTRACTOR ACCEPTANCE:**

Moment Strategies LLC

Dated: May 20, 2024

  
By: Alexis Wiley  
Its: Founder/CEO

**MEDC ACCEPTANCE:**

Michigan Economic Development Corporation

Dated: 5/20/2024

DocuSigned by:  
  
E5AD678FF08A42E...  
By: Linda Asciutto  
Its: Chief General Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

Contractor will support statewide earned media and public engagement efforts to drive continued understanding of large-scale economic development projects while also telling the story of the other great work that MEDC does, such as its support of entrepreneurs and small businesses. Contractor will also support in crisis communications response efforts to strengthen perception management opportunities statewide.

#### **Rapid Response/Crisis Communications**

Taking advantage of rapid response/crisis communication situations is key to ensuring the narrative remains focused on MEDC's continued contributions throughout Michigan. Contractor will work with MEDC to provide the following:

- Develop strategies, responses and talking points for sensitive issues.
- Provide media monitoring on a routine basis for key, high visibility personnel within MEDC during a crisis.
- Activating our supporters and stakeholders as needed to redirect public focus to a healthy narrative.
- Participate in weekly "look ahead" calls to identify issues on the horizon that may become messaging challenges, or opportunities, identifying tactics to inoculate and or change the narrative before they hit.

#### **Short-Term Media Relations Services**

- Contractor will provide broader media relations services on an as-needed basis to the MEDC communications team around media inquiries, proactive media engagement, SME pre-interview coaching and responsive messaging needs as defined by MEDC MarCom leadership.
- Responsibilities will include:
  - Meet regularly, anticipated to be weekly, with MEDC PR Team to discuss current priorities, efforts, opportunities
  - Participate in media statement/messaging review and feedback for MEDC PR Team in real-time regarding economic competitiveness, prosperity, large-scale economic development and other crisis communications topics.

#### **Large-Scale Economic Development**

Contractor will work in coordination with MEDC MarCom and External Affairs as well as state and local stakeholders to continue to drive a messaging strategy leveraging the information gathered through the Pure Opportunity 2.0 campaign to directly communicate with Michiganders who are willing to lend their voice to economic development efforts.

Contractor will conduct this work in partnership with our strategic partners, who have deep knowledge of economic development projects. Together, Contractor and its partners will:

- Identify earned media opportunities to highlight real voices and real people;
- Maintain a master calendar of public meetings and events MEDC could/should participate in;
- Identify opportunities for people to make their voices heard in public meetings;
- Participate in statewide calls on large-scale economic development projects;
- Develop op-eds for validators in support of MEDC projects/strategies;
- Craft/support talking points for key projects; and
- Message training for external affairs team members engaged in community outreach on large sites/projects, in partnership with MEDC MarCom team members.

# Redaction Log

Total Number of Redactions in Document: 2

## Redaction Reasons by Page

Page	Reason	Description	Occurrences
1	Personal Info	Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of privacy	2

## Redaction Log

### Redaction Reasons by Exemption

Reason	Description	Pages (Count)
Personal Info	Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of privacy	1(2)

CASE - 394165

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION  
PROFESSIONAL SERVICES CONTRACT WITH  
MOMENT STRATEGIES LLC**

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement for professional services (the "Agreement") with Moment Strategies LLC (the "Contractor"). The MEDC and Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties."

**Contractor:** Moment Strategies LLC

Personal Info

Personal Info

**I. NATURE OF SERVICES**

Contractor will support the MEDC in development of strategies geared toward growing Michigan's populations in coordination with the Chief Growth Officer (the "CGO") and the Growing Michigan Together Council (the "Council"), leveraging additional partners or vendors to support these efforts as needed.

**II. PERFORMANCE SCHEDULE**

Starting Date: July 1, 2023

Ending Date: December 31, 2023

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

**III. COMPENSATION INFORMATION**

- A) The MEDC agrees to pay Contractor an amount not to exceed Fifty-Five Thousand Dollars (\$55,000) during the Term. This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the MEDC to Contractor upon receipt and approval by the Contract Manager, as identified in Section IV, of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction on a monthly basis. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).

- C) MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
- D) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the MEDC.
- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

#### **IV. MEDC CONTRACT MANAGER**

Contractor should communicate with the following MEDC representative or designee regarding this Agreement:

Hillary Doe (the "Contract Manager")  
Michigan Economic Development Corporation  
300 North Washington Square  
Lansing, Michigan 48913  
[doeh@michigan.org](mailto:doeh@michigan.org)

#### **V. TERMS AND CONDITIONS**

##### **A) Contractor Duties**

- (i) Contractor agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.
- (ii) Within seven (7) business days of the last business day of each month, the Contractor will provide a progress report to the MEDC Contract Manager. The progress report must contain a brief summary of the work accomplished during that month; the work to be accomplished during the subsequent month; and any problems, real or anticipated which should be brought to the attention of the MEDC Contract Manager. Further, this report must provide notice of any significant deviation from previously agreed upon work plans.

##### **B) Independent Contractor**

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the MEDC due to this Agreement and the relationship between Contractor and MEDC. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- (i) Contractor will provide the services under this Agreement free from the direction or control of the MEDC as to means, manners, and methods of performance;
- (ii) Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- (iii) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the MEDC and the MEDC shall have the right to copyright or otherwise protect its rights in and ownership of the work product;
- (iv) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the MEDC shall not hire, supervise, or pay any assistants to help Contractor;
- (v) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the MEDC in the professional skills necessary to perform the services required by this Agreement;
- (vi) Neither Contractor nor Contractor's employees or contract personnel shall be required by the MEDC to devote full time to the performance of the services required by this Agreement; and
- (vii) Contractor does not receive the majority of its annual compensation from the MEDC.

The Parties acknowledge and agree that the MEDC is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

### **C) Permits and Licenses**

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates, and/or licenses throughout the Term.



**D) Materials**

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

**E) State and Federal Taxes**

The MEDC will not:

- (i) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- (ii) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal, or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the MEDC, Contractor shall provide the MEDC with proof that such payments have been made.

**F) Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the MEDC.

**G) Workers' Compensation**

The MEDC shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover those employees with workers' compensation insurance and shall maintain such insurance during the Term. The MEDC may, in its discretion, require Contractor to provide evidence of such coverage.

**H) Unemployment Compensation**

The MEDC shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. 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 MEDC under this Agreement.

**I) Access to Records**

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or its authorized representative at any time during this period.

**J) Termination**

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MEDC may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MEDC, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MEDC's reputation or interests. In addition, the MEDC may immediately terminate this Agreement upon written notice to Contractor, without further liability to the MEDC or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the MEDC, reflects on Contractor's business integrity.

Contractor acknowledges that MEDC's performance of its payment obligation is dependent upon the MEDC Executive Committee's continued approval of funding and/or the MEDC's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MEDC Executive Committee:

- (i) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or
- (ii) takes any action that is unrelated to the source of funding for this Agreement, but affects the MEDC's ability to perform obligations under this Agreement, the MEDC may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or MEDC's Executive Committee results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the MEDC will make payment

through the effective date of termination for any undisputed services rendered and expenses incurred.

The MEDC shall have no obligation to Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the MEDC. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MEDC.

**K) MEDC Employees**

Contractor will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.

**L) Confidential Information**

Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the MEDC (collectively, "Confidential Information") without the prior written consent of the MEDC. Confidential Information does not include:

- (i) information obtained by Contractor from third party sources;
- (ii) that is already in the possession of, or is independently developed by, Contractor;
- (iii) that becomes publicly available other than through breach of this subsection; or
- (iv) is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor.

Contractor acknowledges that all information provided by the MEDC in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

**M) Conflict of Interest**

Except as has been disclosed to the MEDC, Contractor affirms that neither the Contractor nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the MEDC would be influenced. Contractor shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, Contractor will inform the MEDC regarding possible conflicts of interest that may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this subsection, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

#### **N) Representations of Contractor**

Contractor affirms to the best of its knowledge that it or its owners:

- (i) do not have any criminal convictions;
- (ii) are not subjects of any pending criminal investigation;
- (iii) are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal, state, or local taxing authority, or court;
- (iv) are not subjects of any past, pending or present litigation regarding its conduct; and
- (v) are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the MEDC or any other public body.

Contractor further represents and warrants that it has not been a party to any contract with the State, the MEDC or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

#### **O) State of Michigan Competitors**

Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan or the MEDC or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the Ending Date, the effective date of termination of this Agreement or so long as any information remains

confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

**P) Irreparable Injury**

Contractor acknowledges that if it breaches any of its obligations under subsections L or O, it will cause damages of an irreparable and continuing nature to the MEDC, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the MEDC is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The MEDC shall have the right to obtain such relief without having to post any bond or other surety.

**Q) Indemnification and Contractor Liability Insurance**

Contractor shall indemnify, defend, and hold harmless the MEDC, its Executive Committee, its Corporate Board of Directors, and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Contractor's performance under this Agreement, including any liability resulting from any acts of Contractor's employees or agents.

Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of Contractor's operations. Contractor will provide and maintain its own errors and omissions liability insurance for Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than One Million Dollars (\$1,000,000) of coverage, but Contractor's indemnification obligation is not limited to this amount.

**R) Total Agreement**

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

**S) Assignment/Transfer/Subcontracting**

Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable.

**T) Non-Discrimination and Unfair Labor Practices**

In connection with this Agreement, Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Contractor further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

Pursuant to 1980 PA 278, State Contracts with Certain Employees Prohibited Act (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MEDC may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this subsection constitutes a material breach of this Agreement.

**U) Jurisdiction**

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

**V) Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement.

**W) No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither Contractor nor Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of MEDC nor shall they have any authority to take any action or enter into any agreement on behalf of MEDC.

**X) No Third Party Beneficiaries**

There are no expressed or implied third party beneficiaries to this Agreement.

**Y) Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

**Z) Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MEDC, MEDC shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse MEDC for payments which were expended for purposes other than those described in this Agreement, as well as any funds that were previously disbursed under this Agreement but not yet expended by Contractor.

**AA) Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

**BB) Publicity**

At the request and expense of the MEDC, the Contractor will cooperate with the MEDC to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

**CC) Survival**

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X), V(Z) and V(AA) shall survive termination of this Agreement.

*(remainder of page intentionally left blank)*



The signatories below warrant that they are empowered to enter into this Agreement.

**CONTRACTOR ACCEPTANCE:**

Moment Strategies LLC

Dated: 9/27/23

*Alexis Wiley*

By: Alexis Wiley  
Its: Owner/Operator

**MEDC ACCEPTANCE:**

Michigan Economic Development Corporation

Dated: 9/28/2023 Type text here

DocuSigned by:  
*Christin Armstrong*

By: Christin Armstrong  
Its: Secretary

## **EXHIBIT A**

### **Duties**

Contractor support the CGO and Council by developing a communications strategy and building a team dedicated to consistently and effectively driving a narrative that will:

- o Build state-wide awareness, understanding and buy-in of the council's mission and subsequent recommendations
- o Generate buzz and awareness on the state and national levels by leveraging the fact that Michigan is the first state in the nation to take on growing the population by appointing a CGO.

Contractor will perform the following duties under this Agreement:

#### **1. Develop a Comprehensive Communications and Engagement Strategy**

- a. Within the first 30 days of the engagement, Contractor will work closely with the CGO to better understand the role and the Council. Contractor will work with the MEDC and the CGO to identify shared goals and measurements for success. Contractor will use that information to develop a comprehensive communications and engagement strategy that will guide our work throughout the engagement.

#### **2. Identify Target Audiences & Key Stakeholders**

- a. Contractor will work with the MEDC and the CGO to identify target audiences and key stakeholders to engage.
- b. Contractor will provide ongoing consulting services to the MEDC and CGO in support of their community and stakeholder outreach efforts.

#### **3. Provide Earned Statewide and National Media Management and Support**

- a. Following the development of a strategic communications plan and key messages, Contractor will identify opportunities to engage with statewide and national media to increase awareness of the CGO's work and commitment to growing Michigan's population.
- b. Contractor will support the development of all media materials for key milestones including press releases, statements, media advisories, op-eds, talking points, interview briefs and more.

#### **4. Engage Michiganders with Digital Campaigns**

- a. Contractor will create a digital strategy to engage users across social media platforms with organic and paid social media content. These social media campaigns can also be used to grow a database of supporters and followers that we can engage with in the future.
- b. Upon the request of the Contract Manager or the CGO, Contractor will attend key events to capture videos and photos to generate reels and

social media posts for the CGO.

- c. Contractor will work with the MEDC and CGO to develop LinkedIn posts highlighting important updates, announcements, partnerships and more.

## Milestones

Milestone	Description	Delivery Date
Project Kickoff	Project Team and Key Stakeholders discuss the overarching goals of the engagement	July 2023
Communication Strategy Efforts finalized	Work with all stakeholders to develop clear, consistent and effective messaging that communicates the goals outlined above	August 2023
Execution of Tactics	Execution of tasks outlined in finalized communications strategy including media relations, social media and community engagement	August 2023 - December 2023
Project Milestone Date	Provide a project recap	December 2023

## Deliverables

Deliverables	Description	Cadence
Communications Updates	Kick-off meeting and planning sessions followed up by regular meetings to discuss progress towards the goals outlined in the plan	Bi-Weekly
Progress Updates	Status reports with earned media coverage, social media analytics, activities performed, milestones accomplished, etc.	Monthly*
Engagement Review	Review of Communication Strategy and Execution	Upon Project Completion

\* Meet bi-weekly to discuss progress towards goals, upcoming events and engagement opportunities and planning for communications and engagement opportunities.

## Project Plan

Date	Activity
July, 2023	Project Kick-off
August 2023	Communication and Engagement Strategy In Development
August 1, 2023- December 31, 2023	Communicate key milestones and events while building the long term communications and engagement strategy. Regularly meet with the project team as outlined in the proposal and provide guidance on messaging and positioning
August 1, 2023- December 31, 2023	Identify and secure media opportunities as outlined in the plan and approved by the Chief Growth Officer. Provide written copy for social media on an as-needed basis
August 1, 2023- December 31, 2023	Media monitoring related to coverage of the Growing Michigan Together Council. Execution of communications and digital. Community and stakeholder outreach and engagement

# Redaction Log

Total Number of Redactions in Document: 2

## Redaction Reasons by Page

Page	Reason	Description	Occurrences
1	Personal Info	Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of privacy	2

## Redaction Log

### Redaction Reasons by Exemption

Reason	Description	Pages (Count)
Personal Info	Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of privacy	1(2)

CASE - 394167

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION  
PROFESSIONAL SERVICES CONTRACT WITH  
MOMENT STRATEGIES LLC**

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement for professional services (the "Agreement") with Moment Strategies LLC (the "Contractor"). The MEDC and Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties."

**Contractor:** Moment Strategies LLC

Personal Info

Personal Info

**I. NATURE OF SERVICES**

Contractor will create a proactive communications and messaging plan for the Michigan Department of Labor and Economic Opportunity's ("LEO") Employment and Training Division, supporting the division's efforts to develop customized workforce solutions for businesses and individuals leveraging additional partners or vendors to support these efforts as needed.

**II. PERFORMANCE SCHEDULE**

Starting Date: September 15, 2023

Ending Date: December 31, 2023

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

**III. COMPENSATION INFORMATION**

- A) The MEDC agrees to pay Contractor an amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500) during the Term, at a rate of Fifteen Thousand Dollars (\$15,000) per month. This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the MEDC to Contractor upon receipt and approval by the Contract Manager, as identified in Section IV, of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction on a monthly basis. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).

- C) MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
- D) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the MEDC.
- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

#### **IV. MEDC CONTRACT MANAGER**

Contractor should communicate with the following MEDC representative or designee regarding this Agreement:

Michelle Grinnell (the "Contract Manager")  
Michigan Economic Development Corporation  
300 North Washington Square  
Lansing, Michigan 48913  
[grinnellm@michigan.org](mailto:grinnellm@michigan.org)

#### **V. TERMS AND CONDITIONS**

##### **A) Contractor Duties**

- (i) Contractor agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.
- (ii) Within seven (7) business days of the last business day of each month, the Contractor will provide a progress report to the MEDC Contract Manager. The progress report must contain a brief summary of the work accomplished during that month; the work to be accomplished during the subsequent month; and any problems, real or anticipated which should be brought to the attention of the MEDC Contract Manager. Further, this report must provide notice of any significant deviation from previously agreed upon work plans.

##### **B) Independent Contractor**



Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the MEDC due to this Agreement and the relationship between Contractor and MEDC. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- (i) Contractor will provide the services under this Agreement free from the direction or control of the MEDC as to means, manners, and methods of performance;
- (ii) Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- (iii) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the MEDC and the MEDC shall have the right to copyright or otherwise protect its rights in and ownership of the work product;
- (iv) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the MEDC shall not hire, supervise, or pay any assistants to help Contractor;
- (v) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the MEDC in the professional skills necessary to perform the services required by this Agreement;
- (vi) Neither Contractor nor Contractor's employees or contract personnel shall be required by the MEDC to devote full time to the performance of the services required by this Agreement; and
- (vii) Contractor does not receive the majority of its annual compensation from the MEDC.

The Parties acknowledge and agree that the MEDC is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

### **C) Permits and Licenses**

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates, and/or licenses throughout the Term.

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**E) State and Federal Taxes**

The MEDC will not:

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- (ii) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal, or local income tax from Contractor's payments.

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**I) Access to Records**

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or its authorized representative at any time during this period.

#### J) **Termination**

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MEDC may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MEDC, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MEDC's reputation or interests. In addition, the MEDC may immediately terminate this Agreement upon written notice to Contractor, without further liability to the MEDC or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the MEDC, reflects on Contractor's business integrity.

Contractor acknowledges that MEDC's performance of its payment obligation is dependent upon the MEDC Executive Committee's continued approval of funding and/or the MEDC's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MEDC Executive Committee:

- (i) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or
- (ii) takes any action that is unrelated to the source of funding for this Agreement, but affects the MEDC's ability to perform obligations under this Agreement, the MEDC may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or MEDC's Executive Committee results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the MEDC will make payment

through the effective date of termination for any undisputed services rendered and expenses incurred.

The MEDC shall have no obligation to Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the MEDC. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MEDC.

**K) MEDC Employees**

Contractor will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.

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Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the MEDC (collectively, "Confidential Information") without the prior written consent of the MEDC. Confidential Information does not include:

- (i) information obtained by Contractor from third party sources;
- (ii) that is already in the possession of, or is independently developed by, Contractor;
- (iii) that becomes publicly available other than through breach of this subsection; or
- (iv) is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor.

Contractor acknowledges that all information provided by the MEDC in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

**M) Conflict of Interest**

Except as has been disclosed to the MEDC, Contractor affirms that neither the Contractor nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the MEDC would be influenced. Contractor shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, Contractor will inform the MEDC regarding possible conflicts of interest that may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this subsection, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

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Contractor affirms to the best of its knowledge that it or its owners:

- (i) do not have any criminal convictions;
- (ii) are not subjects of any pending criminal investigation;
- (iii) are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal, state, or local taxing authority, or court;
- (iv) are not subjects of any past, pending or present litigation regarding its conduct; and
- (v) are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the MEDC or any other public body.

Contractor further represents and warrants that it has not been a party to any contract with the State, the MEDC or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

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Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan or the MEDC or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the Ending Date, the effective date of termination of this Agreement or so long as any information remains

confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

**P) Irreparable Injury**

Contractor acknowledges that if it breaches any of its obligations under subsections L or O, it will cause damages of an irreparable and continuing nature to the MEDC, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the MEDC is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The MEDC shall have the right to obtain such relief without having to post any bond or other surety.

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Contractor shall indemnify, defend, and hold harmless the MEDC, its Executive Committee, its Corporate Board of Directors, and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Contractor's performance under this Agreement, including any liability resulting from any acts of Contractor's employees or agents.

Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of Contractor's operations. Contractor will provide and maintain its own errors and omissions liability insurance for Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than One Million Dollars (\$1,000,000) of coverage, but Contractor's indemnification obligation is not limited to this amount.

**R) Total Agreement**

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

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Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable.

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Pursuant to 1980 PA 278, State Contracts with Certain Employees Prohibited Act (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MEDC may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this subsection constitutes a material breach of this Agreement.

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The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

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**X) No Third Party Beneficiaries**

There are no expressed or implied third party beneficiaries to this Agreement.

**Y) Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

**Z) Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MEDC, MEDC shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse MEDC for payments which were expended for purposes other than those described in this Agreement, as well as any funds that were previously disbursed under this Agreement but not yet expended by Contractor.

**AA) Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

**BB) Publicity**

At the request and expense of the MEDC, the Contractor will cooperate with the MEDC to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.



**CC) Survival**

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X), V(Z) and V(AA) shall survive termination of this Agreement.

*(remainder of page intentionally left blank)*

The signatories below warrant that they are empowered to enter into this Agreement.

**CONTRACTOR ACCEPTANCE:**

Moment Strategies LLC

Dated: 09/27/23

  
By: Alexis Wiley  
Its: Owner/Operator

**MEDC ACCEPTANCE:**

Michigan Economic Development Corporation

Dated: 9/28/2023

DocuSigned by:  
  
EEA90D52197B402  
By: Christin Armstrong  
Its: Secretary

## **EXHIBIT A**

### **Duties**

#### *Messaging and Strategic Communications Planning*

- Contractor will create a proactive communications and messaging plan for the LEO's Employment and Training Division, supporting the division's efforts to develop customized workforce solutions for businesses and individuals. Including preparing Michigan residents for successful employment through programs that remove barriers, support self-sufficiency, and provide smooth transitions; providing opportunities for residents to gain educational skills necessary to transition in postsecondary education; and job training and employment.
- Contractor will coordinate a weekly strategy call to drive the creation and execution of the strategic plan. The plan will include storytelling and tactical implementation to make sure we are building positive momentum throughout the year.

#### *Executive Communications*

- Contractor will develop and execute a strategic plan for positioning LEO executive leadership as thought leaders and positive change makers via earned and owned media, public speaking events, and other executive-level opportunities. Assets would include media training, speechwriting, event mining, an editorial calendar, and social media posts. This is in addition to the broad strategic plan by capturing the unique voice and stories of LEO's workforce leaders.

#### *Public Affairs*

- Contractor will guide agency responses with strategic insights into overlapping and cross-cutting coalitions and target audiences and provide recommendations on key stakeholders.

#### *Media Engagement*

- Contractor will work with LEO to educate key reporters and media outlets about the department's many efforts to provide workforce solutions for Michigan businesses and individuals, building relationships and earning media coverage.

# Redaction Log

Total Number of Redactions in Document: 2

## Redaction Reasons by Page

Page	Reason	Description	Occurrences
1	Personal Info	Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of privacy	2

## Redaction Log

### Redaction Reasons by Exemption

Reason	Description	Pages (Count)
Personal Info	Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of privacy	1(2)

Execution Copy

CASE - 374733

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION  
PROFESSIONAL SERVICES CONTRACT WITH  
MOMENT STRATEGIES LLC**

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement for professional services (the "Agreement") with Moment Strategies LLC (the "Contractor"). The MEDC and Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties."

**Contractor:** Moment Strategies LLC

Personal Info

Personal Info

**I. NATURE OF SERVICES**

Contractor will support the MEDC in development of a Michigan-focused message and strategy concentrated on communicating the value that mega sites can bring to Michigan, and the opportunities they hold for all Michiganders.

**II. PERFORMANCE SCHEDULE**

Starting Date: February 1, 2023

Ending Date: July 31, 2023

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

**III. COMPENSATION INFORMATION**

- A) The MEDC agrees to pay Contractor an amount not to exceed Fifty-One Thousand Dollars (\$51,000) during the Term. This amount includes all embedded expenses.
- B) An initial payment of \$9,000 will be made within 30 days of the Starting Date. Subsequent payment under this Agreement shall be made by the MEDC to Contractor upon receipt and approval by the Contract Manager, as identified in Section IV, of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed and in accordance with the rate schedule set forth in Exhibit A. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction on a monthly basis. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).

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- C) MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
- D) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the MEDC.
- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

#### **IV. MEDC CONTRACT MANAGER**

Contractor should communicate with the following MEDC representative or designee regarding this Agreement:

Michelle Grinnell (the "Contract Manager")  
Michigan Economic Development Corporation  
300 North Washington Square  
Lansing, Michigan 48913  
[grinnellm@michigan.org](mailto:grinnellm@michigan.org)

#### **V. TERMS AND CONDITIONS**

##### **A) Contractor Duties**

- (i) Contractor agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.
- (ii) Within seven (7) business days of the last business day of each month, the Contractor will provide a progress report to the MEDC Contract Manager. The progress report must contain a brief summary of the work accomplished during that month; the work to be accomplished during the subsequent month; and any problems, real or anticipated which should be brought to the attention of the MEDC Contract Manager. Further, this report must provide notice of any significant deviation from previously agreed upon work plans.

##### **B) Independent Contractor**

## Execution Copy

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the MEDC due to this Agreement and the relationship between Contractor and MEDC. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- (i) Contractor will provide the services under this Agreement free from the direction or control of the MEDC as to means, manners, and methods of performance;
- (ii) Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- (iii) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the MEDC and the MEDC shall have the right to copyright or otherwise protect its rights in and ownership of the work product;
- (iv) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the MEDC shall not hire, supervise, or pay any assistants to help Contractor;
- (v) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the MEDC in the professional skills necessary to perform the services required by this Agreement;
- (vi) Neither Contractor nor Contractor's employees or contract personnel shall be required by the MEDC to devote full time to the performance of the services required by this Agreement; and
- (vii) Contractor does not receive the majority of its annual compensation from the MEDC.

The Parties acknowledge and agree that the MEDC is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

**C) Permits and Licenses**

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates, and/or licenses throughout the Term.



Execution Copy

**D) Materials**

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

**E) State and Federal Taxes**

The MEDC will not:

- (i) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- (ii) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal, or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the MEDC, Contractor shall provide the MEDC with proof that such payments have been made.

**F) Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the MEDC.

**G) Workers' Compensation**

The MEDC shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover those employees with workers' compensation insurance and shall maintain such insurance during the Term. The MEDC may, in its discretion, require Contractor to provide evidence of such coverage.

**H) Unemployment Compensation**

The MEDC shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. 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 MEDC under this Agreement.

**I) Access to Records**

## Execution Copy

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or its authorized representative at any time during this period.

**J) Termination**

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MEDC may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MEDC, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MEDC's reputation or interests. In addition, the MEDC may immediately terminate this Agreement upon written notice to Contractor, without further liability to the MEDC or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the MEDC, reflects on Contractor's business integrity.

Contractor acknowledges that MEDC's performance of its payment obligation is dependent upon the MEDC Executive Committee's continued approval of funding and/or the MEDC's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MEDC Executive Committee:

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This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Z) **Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MEDC, MEDC shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse MEDC for payments which were expended for purposes other than those described in this Agreement, as well as any funds that were previously disbursed under this Agreement but not yet expended by Contractor.

AA) **Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

BB) **Publicity**

At the request and expense of the MEDC, the Contractor will cooperate with the MEDC to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

Execution Copy

**CC) Survival**

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X), V(Z) and V(AA) shall survive termination of this Agreement.

*(remainder of page intentionally left blank)*



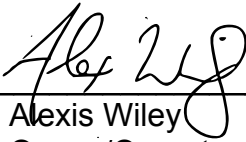
Execution Copy

The signatories below warrant that they are empowered to enter into this Agreement.

**CONTRACTOR ACCEPTANCE:**

Moment Strategies LLC


Dated: March 5, 2023

  
By: Alexis Wiley  
Its: Owner/Operator

**MEDC ACCEPTANCE:**

Michigan Economic Development Corporation

Dated: 3/7/2023

DocuSigned by:  
  
By: Christin Armstrong  
Its: Secretary

**EXHIBIT A**

Phase	Activity	Description
Phase I:  January 30 - February 30, 2023	Message Development / Marshall Site	<ul style="list-style-type: none"> <li>• Work closely with MEDC communications team to develop a clear understanding of the megasite assembly process and current local engagement strategy</li> <li>• Develop a central, locally focused message on the benefits of megasites</li> <li>• Serve as strategic partner and develop talking points, press releases and locally focused content related to the Marshall Megasite and associated public meetings on an as needed basis</li> <li>• Support development and execution of rapid response strategy related to media inquiries and comments made at public meetings</li> <li>• Develop a one page locally focused fact sheet on megasites</li> </ul>
Phase II:  February 29 - March 30, 2023	Develop Digital and Earned Media Strategy	<ul style="list-style-type: none"> <li>• Develop an overarching digital and earned media communications strategy focused on communicating the local benefits and opportunities megasites offer, including lifting up sites that have already been announced and the opportunities they are bringing to Michigan communities</li> <li>• Engage with comms leads for local communities and stakeholders in the development of fact sheets, talking points, etc.</li> <li>• Craft story ideas and proactively identify media opportunities in anticipation of public meetings</li> <li>• Strategize on digital and video content for the Michigan audience that compliments communication and engagement strategy around Michigan megasites as part of the state's economic development strategy.</li> </ul>

Phase III: March 30 - July 30, 2023	Digital and Earned Media Strategy in Operation	<ul style="list-style-type: none"> <li>• Help identify and work with state stakeholders to proactively deploy messaging through earned media and various platforms</li> <li>• Regularly engage with communications and community engagement leads across agencies through the weekly communications meetings and other means to ensure message alignment across all platforms &amp; identify press opportunities</li> </ul>
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Phase I will require significant support in order to take control of the narrative and position megasites as a positive opportunity for all Michiganders. During phases II and III we will leverage the momentum garnered in favor of megasites to remain top of mind within communities that will benefit from the development of megasites.

Phase	Price
Phase I: Message Development / Marshall Site	\$9,000.00 Flat Fee
Phase II: Develop Digital and Earned Media Strategy	\$7,000.00/month
Phase III: Digital and Earned Media Strategy in Operation	\$7,000.00/month

### Assumptions

It is assumed that:

- The project will focus on the state's existing megasites - Marshall, Lansing and Mundy Twp. There will be no change in scope
- Any changes in scope will be discussed and both parties will agree in writing to the changes made to proposed engagement.
- Once Moment Strategies has gathered public support in favor of the Marshall Megasite, then the remaining months will focus on maintaining support and building the narrative around Lansing / Mundy Twp sites, along with overall imperative for megasites in statewide economic development strategy.

### Constraints

Constraints for this project is listed below:

- Moment Strategies is to provide public relations and media support throughout the

six-month engagement. Any activities that do not fall within public relations / media support are not authorized for this project.

- The project must operate within the funding and resource allocations approved
- The project team must deliver the digital and earned media strategy with no requirement for additional support outside of what is requested in the RFP.

# Redaction Log

Total Number of Redactions in Document: 2

## Redaction Reasons by Page

Page	Reason	Description	Occurrences
1	Personal Info	Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of privacy	2

## Redaction Log

### Redaction Reasons by Exemption

Reason	Description	Pages (Count)
Personal Info	Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of privacy	1(2)