

# CONSULTING AGREEMENT

## PARTIES

This Service Contract Agreement (hereinafter referred to as the “**Agreement**”) is entered into on November 21st, 2022, by and between Sharonda Simmons of Thrive and Shine, LLC, with an address of 24837 Goddard Rd #1786, Taylor, MI 48180 (hereinafter referred to as the “**Consultant**”), and Ypsilanti Downtown Development Authority, with an address of 1 S Huron St, Ypsilanti, MI 48197 (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

## CONSIDERATION

The Parties agree that the Consultant will provide the services attached hereunder, whereas the Client will in return provide compensation for such services and expertise.

## SERVICES

The Consultant’s services are summarized down below:

Thrive and Shine, LLC will facilitate a three hour Ypsilanti DDA Strategic Planning Retreat for Ypsilanti DDA’s staff. With the following goals and objectives.

Goals:

1. Identify upcoming strategic priorities
2. Begin to draft strategic goals
3. Discuss how to create and implement strategic goals through an equity lens
4. Identify key next steps and ways to move strategy work forward

## RETAINER

A fee of totalling \$1500.00 will be invoiced to the Ypsilanti DDA by the Thrive and Shine, LLC prior to all the services provided and performed.

The Client is required to pay the invoice within 15 days upon Ypsilanti DDA receiving it.

Invoices paid after 15 days may incur a 5% late fee

The Parties agree that the payments are to be made via ACH deposits.

## EXPENSES

- The Consultant is entitled to reimbursement for all the reasonable and necessary expenses that have arisen when providing services to the Client.
- The Client is required to pre-approve all the expenses over \$100
- The Consultant is required to provide proof and/or Ypsilanti DDA receipt for all the expenses that have been made.

### **TERM**

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on December 1st 2022.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.
- The above term can be extended upon agreement of Ypsilanti DDA and Thrive and Shine, LLC founder and must include a written addendum to the current contract. Contract extensions must be agreed upon and signed by parties 14 days before the effective termination date (December 1st, 2022) of the current contract.

### **TERMINATION**

- This Agreement may be terminated in case the following occurs:
  1. Immediately in case one of the Parties breaches this Agreement.
  2. At any given time by providing a written notice to the other party 30 days prior to terminating the Agreement.

### **RELATIONSHIP BETWEEN THE PARTIES**

- Hereby, the Parties agree that the Consultant in this Agreement is an independent contractor where the Consultant provides the services hereunder and acts as an independent contractor.
- Under no circumstances shall the Consultant be considered an employee.
- Whereas, this Agreement does not create any other partnership between the Parties.

### **EXCLUSIVITY**

- The Parties agree and understand that this Agreement is not exclusive and that the Parties are entitled to enter into other similar agreements with other parties.

**INTELLECTUAL PROPERTY AND OWNERSHIP**

-Thrive and Shine, LLC owns the intellectual property rights subsisting in all materials including but not limited to: any concepts, written material, templates, training, video and audio materials and any creative work and materials produced by Thrive and Shine, LLC. Materials given to or created for Ypsilanti DDA must be used for the purposes of the agreed upon contract and project timeline and may not be distributed to third-parties or used in any way outside of the agreed upon terms of both Parties.

**CONFIDENTIALITY**

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Consultant, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

THRIVE AND SHINE

YPSILANTI DDA

Name: Sharonda Simmons

Name: Christopher Jacobs

Signature: DocuSigned by:  
*Sharonda Simmons*  
3D33A03FDEDE42F...

Signature: DocuSigned by:  
*Christopher Jacobs*  
81EEE9E446354E6...

Date: 11/28/2022

Date: 11/28/2022