



## CONTRACTUAL AGREEMENT

West Michigan Shoreline  
Regional Development Commission  
316 Morris Avenue, Suite 340  
Muskegon, MI 49440

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WMSRDC PROJECT NAME:** \_\_\_\_\_  
**WMSRDC PROJECT PERIOD:** \_\_\_\_\_  
**WMSRDC PROJECT NUMBER:** \_\_\_\_\_  
**FUNDING SOURCE:** \_\_\_\_\_  
**CFDA NUMBER:** \_\_\_\_\_  
**GRANT NUMBER:** \_\_\_\_\_  
**AWARDED DOLLAR AMOUNT:** \_\_\_\_\_

This Agreement made and entered into this \_\_\_th day of \_\_\_\_\_, 20\_\_\_, by and between the West Michigan Shoreline Regional Development Commission, hereinafter referred to as "COMMISSION," and Name of Consultant hereinafter referred to as "CONSULTANT," for the purpose of establishing the rights, obligations, and responsibilities of the parties with regard to provision of technical assistance services.

WITNESSETH:

WHEREAS the COMMISSION requested CONSULTANT to provide technical assistance services;  
and

WHEREAS the COMMISSION and CONSULTANT, with regard to their respective interests as above described and as hereinafter set forth, agree that:

The CONSULTANT SHALL:

- Report to the COMMISSION.
- Provide technical assistance services identified in the attached Scope of Services, which is made a part of the Agreement and is superseded by this Agreement in the event of a conflict.

- Provide monthly written progress/status reports.
- Provide monthly invoices detailing costs incurred, either on or with appropriate COMMISSION forms.
- Attend meetings as may be required for coordination and monitoring purposes.
- Be responsible for all expenses incurred while performing services under this Agreement; including travel costs, food, and training.
- Be responsible for any federal, state or local taxes applicable to the compensation of this Agreement.
- Provide [REDACTED] copies of final reports/documents to the COMMISSION.

The COMMISSION SHALL:

Reimburse CONSULTANT in the amount not to exceed [REDACTED] for technical assistance services rendered, for project period of [REDACTED], according to the following.

- Payments will be made on a monthly basis upon receipt of invoice, required forms and monthly report; and reimbursement by the Grantor Name.
- Twenty (20) percent of maximum fee will be withheld until final reports/documents are received by COMMISSION.

IT IS FURTHER AGREED THAT:

A. CHANGES

Any change in the Scope of Services, caused by unforeseen circumstances, shall require prior approval. Should this change result in an increase in the costs for CONSULTANT and COMMISSION; the fee shall be subject to renegotiation. Any changes or increases in costs shall require prior written approval by BOTH PARTIES.

B. TERMINATION/CANCELLATION

Either party may terminate this Agreement after no less than 30 days written notice to the other party. In the event of termination, CONSULTANT shall be reimbursed for all eligible costs incurred in the furtherance of the above-mentioned services as of the date of termination.

Cancellation of this Agreement by the COMMISSION may be for default by the CONSULTANT or lack of further need for the services or commodity named in the Agreement. Default is defined as the failure of the CONSULTANT to fulfill the obligations of the Agreement. In case of default by the CONSULTANT, the COMMISSION may terminate the Agreement immediately, procure the articles or services from other sources, and hold the CONSULTANT responsible for any resulting excess costs. In the event that the COMMISSION no longer needs the services or commodity specified in the Agreement due to program changes, changes in laws, rules or regulations, or lack of funding; the COMMISSION may terminate the contract by giving the CONSULTANT written notice of such cancellation thirty (30) days prior to the date of cancellation. No payment will be made for any costs incurred after the date of cancellation.

C. NEWS RELEASES

News releases pertaining to this Agreement or the work to which it relates, shall not be made without prior expressed approval of the COMMISSION.

D. INDEMNITY

The CONSULTANT shall be solely responsible for and shall indemnify, defend and hold harmless, the COMMISSION, its officers, commissioners, employees, agents and representatives from and against any and all claims, suits, damages, losses, liabilities and expenses (including, but not limited to, costs of defense, arbitration, settlement and reasonable attorney's fees) for (i) loss of use of, or damage to, any property; real or personal; (ii) injury to, or death of, any person; (iii) loss of property rights or entitlement; (iv) contamination or adverse effects on the environment; (v) violation of governmental laws, regulations or orders; and (vi) for all other liabilities whatsoever in any way sustained or alleged to have been sustained, directly or indirectly, by reason of, or in connection with:

1. The performance of the work by, or any other activities of, CONSULTANT, its officers, employees, agents or representatives including, but not limited to, the use of any equipment or material furnished by CONSULTANT; or
2. The presence of CONSULTANT, its officers, employees, agents or representatives on any premises of or associated with the COMMISSION;

whether such claims, suits, damages, losses, liability and expenses are based upon, or result in whole or in part from, the active or passive negligence of the COMMISSION, its officers, commissioners, employees, agents and representatives whereby the COMMISSION might be held liable: provided, however, that the foregoing shall not be construed to be any Agreement to indemnify the COMMISSION against liability for damage caused by or resulting from the gross negligence of the COMMISSION, its officers, commissioners, employees, agents, or representatives.

E. INSURANCE

1. COMPREHENSIVE GENERAL LIABILITY. CONSULTANT shall provide certificates of insurance to the COMMISSION, which prove the firm has not less than \$1,000,000 coverage for Comprehensive General Liability and Property Damage. The Comprehensive General Liability and Property Damage certificate shall name the COMMISSION, its officers, commissioners, employees, agents and representatives as additionally insured, without exceptions, and shall carry a thirty (30) day written Notice of Cancellation.
2. AUTOMOBILE LIABILITY. CONSULTANT shall obtain and provide the COMMISSION with proof of Automobile Liability Insurance naming the COMMISSION as additional insureds, which includes:
  - a. Coverage that complies with the requirements of the Michigan No-Fault Law.

- b. Coverage for Owned, Hired, and Non-owned vehicles.
  - c. Residual liability coverage with a combined single limit of at least \$1,000,000 for both Bodily Injury and Property Damage.
3. PROFESSIONAL LIABILITY INSURANCE. CONSULTANT shall also provide proof of Professional Liability Insurance, which shall insure against acts which are in the nature of professional services performed by CONSULTANT. CONSULTANT shall maintain such Professional Liability Insurance during this Agreement. Professional Liability Coverage shall be provided in an amount not less than \$2,000,000 per claim and \$4,000,000 aggregate.
4. WORKERS' COMPENSATION. The COMMISSION will not be responsible for covering the CONSULTANT under any worker's compensation or unemployment compensation insurance plans. CONSULTANT shall carry and provide COMMISSION with proof of Workers' Compensation Insurance in compliance with Michigan Law.
5. GENERAL. Proof of Insurance shall be provided to the COMMISSION of the above insurances at the date of this Agreement, and prior to performing any work under this Agreement. If any insurance policies are cancelled or otherwise terminated, the COMMISSION may terminate this Agreement with CONSULTANT or procure such insurance and adjust the contract price downward by the amount of the premiums paid or to be paid for such insurance.

F. NON-DISCRIMINATION

The CONSULTANT shall not discriminate against an employee or applicant for employment with respect to his or her hire, tenure, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. CONSULTANT further agrees that any sub-agreement shall contain a nondiscrimination provision identical to this provision and binding upon any and all subcontractors. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 200, as amended, MCL 37.1101, *et seq* and any breach thereof may be regarded as a material breach of this Agreement.

G. NOT TO EXCEED OR NON-APPROPRIATION

The CONSULTANT recognizes that funding for the completion of the technical assistance services by CONSULTANT is being provided solely by a grant received by the COMMISSION from the [REDACTED]. If, for any reason, funding is not available or is discontinued from the [REDACTED] to the COMMISSION, the COMMISSION may terminate this Agreement without incurring any liability. The COMMISSION will only be responsible for reimbursing CONSULTANT for the expenditures that are reimbursed from the [REDACTED].

H. CONTRACT TERM AND EXTENSIONS

The contract will be from [redacted] to [redacted] the date for completion of the Name of Project. (EITHER THIS) No extensions, either cost or time, are permitted under this contract. (OR – [TAKE OUT ONE OF THESE SENTENCES]) However, if the COMMISSION receives additional funding for project continuation or if the existing grant sunset dates are extended, the contract may be extended mutually in writing by the COMMISSION and the CONSULTANT but is limited to the terms and conditions of this request and any resulting contract or contract extension.

I. ASSIGNMENT

The CONSULTANT may not assign, in whole or part, its obligations or any contract rights or rights to payment under this Agreement.

J. GOVERNING LAWS

This Agreement shall be interpreted and enforced under the laws of the State of Michigan. The CONSULTANT hereby irrevocably consents to the jurisdiction and venue of the federal and state courts over any dispute, action or proceeding instituted to enforce or to construe this Agreement or any of the provisions hereof. This Agreement shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the COMMISSION and CONSULTANT.

K. FEDERAL DEBARMENT

The CONTRACTOR/BIDDER attests that it and its sub-contractor are not now, nor have they ever been, suspended or de-barred from receiving federal funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WEST MICHIGAN SHORELINE  
REGIONAL DEVELOPMENT COMMISSION

\_\_\_\_\_  
Erin Kuhn, Executive Director

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date