

CITY OF STERLING HEIGHTS
Regular Meeting of the
LOCAL DEVELOPMENT FINANCE AUTHORITY
6633 18 Mile Road, Sterling Heights
VELOCITY BUILDING
August 19th, 2025
8:00 AM

MEETING CALLED TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

Approval of 7/29/25 Meeting

CONSENT AGENDA

NEW BUSINESS

- 1.) To consider the approval of the Podcast Producer Agreement.

OLD BUSINESS

PUBLIC COMMENT

VELOCITY UPDATES

ADJOURNMENT

CITY OF STERLING HEIGHTS
LOCAL DEVELOPMENT FINANCE AUTHORITY
MINUTES OF THE REGULAR MEETING
August 19th, 2025
6633 18 Mile Road, Sterling Heights, MI 48314
Velocity Building

New Business

- 1.) To consider the approval of the Podcast Producer Agreement.**
 - a.** Paula Macpherson to discuss



**Business of the LDFA
Sterling Heights, Michigan**

Item No:
Meeting: 8.19.25 LDFA

AGENDA STATEMENT

OMB AS03 Rev. 3/18

Item Title: Podcast Contractor Agreement

Submitted By: Paula Macpherson, Executive Director, Velocity

Contact /Telephone: Paula Macpherson 586.604.9940

Administration (initial as applicable)

Attachments

<input type="checkbox"/> City Clerk	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minutes
<input type="checkbox"/> Finance & Budget Director	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Plan/Map
<input type="checkbox"/> City Attorney (as to legal form)	<input type="checkbox"/> Contract	<input type="checkbox"/> Other
<input type="checkbox"/> City Manager		

☐ **Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office**

Executive Summary:

Consideration of Podcast Producer Agreement

Review and approve the Podcast Producer Agreement, as drafted by the City Attorney, and authorize Phil Hunsberger to sign approvals as new producers are added. The agreement provides for a 60%/40% revenue split (60% to the producer, 40% to Velocity) for work booked through Velocity clients. Producers will be engaged on an as-needed basis according to their skill sets, paid only for work performed, with no retainer.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to accept Podcast Producer Agreement, as drafted by the City Attorney, and authorize Phil Hunsberger to sign approvals as new producers are added..

Velocity Podcast Independent Contractor Agreement

This Velocity Podcast Independent Contractor (“Agreement”), dated _____, 2025 (the “Effective Date”), is between the City of Sterling Heights Local Development Finance Authority (“Authority” or “LDFA”) and _____, an independent Contractor (“Contractor”). Contractor and the Authority are sometimes referred to herein each as a “Party” and together as the “Parties.”

1. **Payment for Contractor Services.** Authority shall cause Contractor to be paid based upon the following: (i) the Contractor shall be paid sixty percent (60%) of the profit generated based upon the Podcast Studio Pricing Tiers, attached as **Exhibit “A”** for those clients booked by Contractor; and (ii) Contractor will be paid on a per episode/service basis as follows: (a) pre-production: \$__ per episode, (b) production (recording/engineering): \$__ per hour per session, (c) post-production editing: \$__ per episode, and (d) additional services (promotion, transcripts, social media assets): \$__ per item. Contractor will invoice for services upon completion of each project phase or as scheduled. The Authority agrees to pay the invoice in full within ten (10) business days of receipt from Contractor.

2. **Contractor Services.** Contractor shall provide the following services in total or as requested by client:

Scope of Work as Booked by Client:

1. Pre-Production
 1. Collaborate with client and/or podcast host(s) to develop show concepts, formats, and episode outlines.
 2. Assist in scheduling and coordinating guests, recording sessions, and timelines.
 3. Provide input on interview questions, episode themes, and content flow.
 4. Advise on recording setup and best practices for audio/video quality.
2. Production
 1. Facilitate and oversee the recording of episodes (remote, in-person, or hybrid).
 2. Operate recording equipment (as applicable) to ensure high-quality capture.
 3. Provide real-time production support (audio monitoring, troubleshooting, time management during recordings).
 4. Maintain a professional recording environment and etiquette.
3. Post-Production
 1. Edit raw audio and/or video files to create a polished, professional final product.
 2. Add intro/outro music, sound design, and transitions as needed.
 3. Clean audio for clarity, remove background noise, and ensure consistent sound levels.

4. Integrate advertisements, sponsor mentions, or special segments as directed.
5. Produce finalized files in required formats for publishing.
4. Publishing & Distribution
 1. Upload finalized episodes to designated podcast platforms and/or hosting services (if requested).
 2. Create show notes, episode summaries, and guest bios for publishing (optional, based on agreement).
 3. Optimize metadata (titles, tags, descriptions) for discoverability.
5. Promotion Support (Optional/As Requested)
 1. Assist with creating promotional assets (audiograms, teaser clips, social media graphics).
 2. Provide recommendations on marketing strategy and audience growth.
6. Project Management & Communication
 1. Maintain clear communication with the client on production timelines, deliverables, and feedback.
 2. Participate in production planning calls or meetings as scheduled.
 3. Provide status updates on projects in progress.
7. Oversight
 1. Ensure that productions are not derogatory to the location, Authority, any customer, employee, or director of Authority.
 2. Ensure that productions are not defamatory, obscene, or pornographic, depict anyone in a false light or deceptive context, infringe on any trademark, or other intellectual property, or any other right.
 3. Ensure that productions are not unlawful or injurious, or advocate unlawful activities.
 4. Ensure that productions do not violate any applicable local, state or federal law, regulation or ordinance.
 5. Ensure that productions do not suggest or imply Authority's sponsorship or endorsement of or by, or association with, any third party, product or service.
 6. Ensure the productions run disclaimers as approved by Authority.
 7. Ensure that productions do not damage the premises in any manner, or cause any type of liability for Authority.

3. **Deliverables.** Contractor shall deliver the following: (i) Edited and mastered/ raw footage podcast episodes in the desired format (MP3/MP4/WAV/other); (ii) associated assets (e.g., show notes, audiograms, transcripts) as agreed upon per episode; and (iii) Delivery within agreed-upon timelines (typically __ days after recording).

4. **Term.** The agreement shall be 12 months from the Effective Date, and shall automatically renew, unless or until otherwise terminated pursuant to the terms of this Agreement.

5. **Expenses.** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; continuing education and seminar expenses; automobile and other travel expenses; materials and supplies; meals and entertainment; insurance premiums and cell phone expenses, and any of Contractor's investment (costs, time, etc.) for additional staff needed to fulfill Contractor's work.

6. **Materials.** Contractor will furnish all materials, equipment, and supplies used and if needed to provide the services required by this Agreement.

7. **Independent Contractor.** The Parties agree that at all times and for all purposes under the terms of this Agreement, Contractor's relationship to Authority is that of an independent contractor, and that Contractor shall not be deemed to be an employee, officer or agent of Authority. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement. Authority will not withhold FICA (Social Security and Medicare taxes) for Contractor compensation or make FICA payments on Contractor's behalf. Likewise, Authority will not make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments. 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 Authority under this Agreement. Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if you are not a corporation, self-employment (Social Security) taxes. On demand, Contractor shall provide Authority with proof that such payments have been made. The Parties acknowledge and agree that Authority is entering into this Agreement with the reliance on the representations made by Contractor relative to its independent contractor status. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- A. Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
- B. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- C. Contractor has the sole right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- D. Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- E. The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and Authority shall not hire, supervise, or pay any assistants to help Contractor.

- F. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Authority in the professional skills necessary to perform the services required by this Agreement.
- G. The Contractor does not receive the majority of its annual compensation from Authority.
- H. Any third-party services or other subcontractors hired by Contractor to assist Contractor in providing his services shall be paid for and be the sole responsibility of Contractor.
- I. Contractor provides services on a non-exclusive, project-by-project basis.
- J. Authority has no obligation to guarantee a minimum number of hours or episodes for Contractor.

8. **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 Authority. Authority shall not be obligated to pay you compensation during any period in which you are unable to render the services requested because of sickness, injury, or other disability.

9. **Worker's Compensation.** Authority shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. Contractor will cover himself and any employees he hires with worker's compensation insurance and provide Authority with a certificate of worker's compensation insurance before beginning work.

10. **Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend and hold harmless Authority from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from Contractor's intentional or reckless acts or omissions or the acts or omissions of the employees or agents of Contractor, and shall maintain its own liability insurance at all times.

11. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on behalf of Authority.

12. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this Agreement without Authority's prior written approval.

13. **Confidentiality.** Contractor agrees to maintain confidentiality regarding unreleased content, guest information, and proprietary client information. Any proprietary tools, templates, or methods used by the Contractor remains client property unless otherwise specified.

14. **Severability of Provisions.** If any provision of this Agreement, or its application

to any Party or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Parties or circumstances is not affected but will be enforced to the extent permitted by law.

15. **Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

16. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning or to be interpreted as part of this Agreement.

17. **Jurisdiction and Venue.** Any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants or conditions of this Agreement that cannot be resolved by informal discussions between the Parties conducted in good faith, may be submitted to the appropriate courts of the State of Michigan.

18. **Amendment.** This Agreement may be amended, or an alternative form of the Agreement adopted only upon written agreement signed by each of the Parties, after any municipal approval as required by law.

19. **Counterpart Signatures.** This Agreement may be signed in counterparts. The counterparts taken together shall constitute a single instrument and agreement.

20. **Government Immunity.** No Party waives any immunity, governmental or otherwise, provided by law.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and replaces and supersedes all prior agreements or understandings between the Parties regarding the subject matter herein.

22. **Termination.** This Agreement may be terminated by either Party for any reason, or no reason at all, after delivery of thirty (30) days written notice to the other Party.

[Signatures On Following Page]

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

AUTHORITY/LDFA:

CONTRACTOR:

CITY OF STERLING HEIGHTS LOCAL
DEVELOPMENT FINANCE AUTHORITY

By: _____

Its: Chairperson

Execution Date: _____, 2025

By: _____

Its: Secretary

Execution Date: _____, 2025

EXHIBIT “A”
PODCAST STUDIO PRICING TIERS

All rates below are book rate and are to be split 60% to engineer and 40% to Velocity

Pre-Planning Consultations – \$150/hour

Includes:

Access to podcast

Tier 1 – \$165/hour

Includes:

- Access to podcast studio room
- Professional sound engineer on-site
- Raw (unedited) recording of your podcast

Tier 2 – \$235/hour

Includes:

- Access to podcast studio room
- Professional sound engineer on-site
- Fully edited recording of your podcast

Tier 3 – \$375/hour

Includes:

- Access to podcast studio room
- Pre-recording production meeting
- Custom run-of-show outline
- Professional sound engineer on-site
- Fully edited recording of your podcast