

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

MEETING CALLED TO ORDER

8:03AM

PLEDGE OF ALLEGIANCE

ROLL CALL

In Attendance: Ted Chudzik, Geoffrey Clark, Laurel Johnson, Phil Hunsberger, Michael Balsamo, Sue Andrzejewski, Aj Dopke, Jeanne Schabath-Lewis, Donna Stadler, Sameer Mansoor

Also in attendance: Paula Macpherson, Luke Bonner, Jason Castor, Jake Parcell

APPROVAL OF AGENDA

Approval of special meeting minutes on 2/24/2025

Approved by: Jeanne Schabath-Lewis
All in favor: Ayes

Seconded b: Sue Andrzejewski

CONSENT AGENDA

NEW BUSINESS

- 1.) Consider the contract for Midwest Strategy Group of Michigan to represent the LDFA board and provide consulting services and lobbying around the LDFA objectives.
- 2.) Consider the proposal for Strategiz to facilitate drafting the SmartZone extension.
- 3.) Consider the contract from SizeUp Inc to use the business intelligence and related SaaS products

OLD BUSINESS

PUBLIC COMMENT

Discussion around the HVAC System

ADJOURNMENT

9:09AM

VELOCITY UPDATES

Paula Macpherson to discuss

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

New Business

- 1.) **Consider the contract with Midwest Strategy Group to provide consulting and lobbying services serving the LDFA goals and objectives.**
 - a. Luke Bonner to discuss goals and objectives of hiring Midwest.

Approved by: Phil Hunsberger Seconded By: Michael Balsamo

All in favor: Ayes

- 2.) **Consider the contract from Strategiz to facilitate drafting the SmartZone extension.**
 - a. Paula Macpherson to discuss

Approved by: Laurel Johnson Seconded By: Sameer Mansoor

All in favor: Ayes

3.) Consider the contract from SizeUp Inc to use the business intelligence and related SaaS products.

- a. Luke Bonner to discuss plan.

Approved by: Phil Hunsberger

Seconded By: Geoffrey Clark

All in favor: Ayes



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

Item No:
Meeting: 3-18-25 LDFA

AGENDA STATEMENT

OMB AS03 Rev. 3/18

Item Title: Midwest Strategy Group Services

Submitted By: Luke Bonner, Senior Economic Development Advisor

Contact /Telephone: Luke Bonner 734-846-9746

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:

The City of Sterling Heights Local Development Finance Authority (LDFA) contract with Midwest Strategy Group of Michigan, LLC (MWSG) is for government consulting and lobbying services. This engagement is focused on advocating for legislative changes that will extend and expand the LDFA's tax increment financing (TIF) capture and increase flexibility in working with businesses from diverse industries and stages.

Scope of Work:

Advocacy for legislative changes to allow for a five-year extension of the Velocity SmartZone program's TIF capture. Strategic amendments to the governing Local Development Finance Authority (LDFA) statute under Public Act 281 of 1986, ensuring the LDFA can better support economic development.

Building coalitions to align stakeholders and decision-makers in support of LDFA's objectives. Monitoring and providing updates on legislative and regulatory developments that impact the LDFA. Providing strategic advice and government relations services to maximize LDFA's influence at the state level.

Compensation:

Monthly retainer: \$5,000 (beginning April 1, 2025).
Additional costs (e.g., travel, entertainment, lobbying-related expenses) above \$250 require pre-approval.
Month-to-month agreement, terminable with 30 days' written notice.

Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to accept contract with Midwest Strategy Group for strategic lobbying efforts.



February 14, 2025

Phil Hunsberger
LDFA Chair
City of Sterling Heights Local Development Finance Authority
6633 18 Mile Road
Sterling Heights, MI 48314

Re: Retainer Agreement with Midwest Strategy Group of Michigan, LLC

Dear Phil:

Thank you for your interest in Midwest Strategy Group of Michigan, LLC (MWSG). We appreciate the opportunity to provide governmental consulting services to the City of Sterling Heights Local Development Finance Authority (LDFA). Midwest Strategy Group is committed to providing the highest level of service in the furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent the LDFA with assistance in government consulting services before the executive and legislative branches. As part of our scope of work, MWSG will work to build a collaboration for more substantive changes to the legislation that will benefit the LDFA, including increasing the term of capture beyond 5 years, and also creating flexibility to work with businesses from any industry sector or stage of business. MWSG will also provide ancillary services such as electronically forwarding to you relevant newspaper articles, analyses, and important governmental announcements.

The entire team of MWSG lobbyists in Lansing will be available to advance the LDFA's interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. My contact information is reflected on the attached sheet, which includes all of our email addresses and phone numbers for our office, fax, and cell phones.

In exchange for these services, the LDFA has agreed to pay Midwest Strategy Group of Michigan, LLC a monthly retainer fee of \$5,000.00 beginning April 1, 2025. MWSG will send an invoice at the beginning of each month for the current month's services and payment is due by the end of each month. This agreement will proceed on a month-to-month basis and may be terminated by either party with 30 days written notice. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel, entertainment, and other expenses incurred on the LDFA's behalf. No monthly costs that in the aggregate exceed \$250.00 will be incurred without your prior approval. Notwithstanding the foregoing, this agreement may be terminated by either party upon material breach of the terms or conditions of this Agreement provided the party in breach is notified in writing within seven (7) days of such written notification of breach. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration and gift or expenditure disclosure requirements under Michigan law that may arise as a result of our representation of the LDFA during the term of this contract or after its termination should reporting periods overlap.



Page 2

MWSG has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients in the state in which the representation occurs. You have retained MWSG for representation in Lansing, and we know of no conflicts with our current clients in Michigan. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, MWSG agrees to maintain in the strictest confidence, all confidential information disclosed by the LDFA in conjunction with services to be performed by MWSG, the matters described in this agreement or otherwise concerning the LDFA, their customers, strategies, products or business. Such confidential and proprietary information will be used by MWSG solely in connection with the performance of services provided under this agreement, and will not be disclosed to any third party during the term of this agreement or at any time thereafter without the prior approval of the LDFA. MWSG may disclose any confidential information pursuant to subpoena or an order of a court or tribunal of competent jurisdiction. MWSG will provide the LDFA notice of any subpoena or demand for production of any information in connection with any legal proceeding relevant to the LDFA. MWSG may, but is not required to, object to any demands for production or subpoenas, and the LDFA will indemnify MWSG for all legal fees incurred by MWSG in connection with such proceedings. Upon termination of this agreement, MWSG will, at the LDFA's option, return or provide certification of the destruction of, documentation constituting, referred to or containing the confidential and proprietary information referred to in this agreement.

I believe the above reflects our understanding. If it does, please have the original of this agreement signed and returned for our files. Also, please fill out the enclosed client information form and return it with the original of this agreement. I appreciate your attention to this matter and look forward to working with you. Please don't hesitate to contact me if we can assist the LDFA in any way.

Sincerely,

A handwritten signature in cursive script that reads "Nicole Nystrom".

Nicole G. Nystrom
President and Manager

Phil Hunsberger
LDFA Chair
City of Sterling Heights Local Development Finance Authority

Date

Enclosures



CONTACT INFORMATION

Midwest Strategy Group of Michigan, LLC
101 S. Washington Square, Suite 300
Lansing, MI 48933
Telephone: (517) 853-0537
Fax: (517) 853-0556

LOBBYISTS

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Katie Fuller
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E-mail: fuller@midweststrategy.com

ADDITIONAL TEAM MEMBERS

Anne Marion
Office Manager/Lobby Law Compliance
E-mail: marion@midweststrategy.com

Rayn Sova
Administrative Specialist
E-mail: sova@midweststrategy.com

Meeting: 3.18.25

Contact Person/Telephone: Paula Macpherson, Executive Director

Administration (initial as applicable)

Attachments

<u> </u>	City Clerk	<u> x </u>	Resolution	<u> </u>	Minutes
<u> </u>	Finance & Budget Director	<u> </u>	Ordinance	<u> </u>	Plan/Map
<u> </u>	City Attorney (as to legal form)	<u> x </u>	Contract	<u> x </u>	Other
<u> </u>	City Manager				
<input type="checkbox"/>	Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office				

Executive Summary:

SmartZone Extension Facilitation

Stratigiz has proposal to develop the SmartZone extension package for Velocity to apply for a 5-year extension of the current SmartZone designation. This will be done in collaboration with the Velocity team and the City of Sterling Heights leadership, leveraging both the 2022 Velocity Strategic Plan and 2025 Velocity Sustainability Plan.

The process will incorporate the metrics reported by the team in the Velocity Center Metrics process and discussions with team members to clarify data and ensure a comprehensive and consistent vision is articulated in the application. The key components of the application include:

- Historical Velocity SmartZone information, impact and MEDC financial support
- Business Plan
- Proposed TIF Budget
- Detailed Past Performance
- An analysis of Velocity's overall contribution to the technology-based economy in Michigan and the Velocity SmartZone region
- Detailed Plan for future performance

The deliverable will be a comprehensive application package for submission to the MEDC with an anticipated completion on or before September 30, 2025. The cost for this engagement not to exceed 5 months is \$5,000.00.

Suggested Action: Approve contract with Strategiz for \$5,000.00 to facilitate the drafting of application to the MEDC for Velocity SmartZone extension



March 11, 2025

Paula Macpherson
Executive Director
Velocity

Dear Paula:

Strategiz is pleased to present this proposal to develop the SmartZone extension package for Velocity for a 5 year extension of the current SmartZone designation. This will be done in collaboration with the Velocity team and the City of Sterling Heights leadership, leveraging both the 2022 Velocity Strategic Plan and 2025 Velocity Sustainability Plan.

The process will incorporate the metrics reported by the team in the Velocity Center Metrics process and discussions with team members to clarify data and ensure a comprehensive and consistent vision is articulated in the application. The key components of the application include:

- Historical Velocity SmartZone information, impact and MEDC financial support
- Business plan and vision for long-term sustainability
- Proposed TIF budget
- Detailed past performance
- An analysis of Velocity's overall contribution to the technology based economy in Michigan and the Velocity SmartZone region
- Detailed plan for future performance

The deliverable will be a comprehensive application package for submission to the MEDC completed by August 31, 2025. This work will commence in April 2025 and be billed at \$1000 per month over the 5-month project period for a total engagement fee of \$5000. This fee includes all consulting services and the creation of the application packages. There are no additional fees for travel, printing, or other support services. Payments are due within 15 days of receipt of invoice. Any amount which is not paid when due shall bear interest at a rate of 1.5% per month or portion thereof from the date such amount became due.

Al and I look forward to working with you and the team to create a successful SmartZone extension application. Please let me know if you have any questions or need any additional information.

Best,

Becky

Becky Davenport
Founder + Partner
Strategiz, LLC



Velocity SmartZone Extension Proposal

Accepted by:

Date:

Phillip Hunsberger
Chairman
Sterling Heights Local Development Finance Authority

Becky Davenport
Founder + Partner
Strategiz, LLC



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

Item No:
Meeting: 3-18-25 LDFA

AGENDA STATEMENT

OMB AS03 Rev. 3/18

Item Title: SizeUp – Small Business Support Software

Submitted By: Luke Bonner, Senior Economic Development Advisor

Contact /Telephone: Luke Bonner 734-846-9746

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		
<input type="checkbox"/> Check box if this agenda item requires billing/revenue collection (fees, etc.) by Treasury Office		

Executive Summary:

The agreement is between SizeUp, Inc. and the City of Sterling Heights, MI for the use of SizeUp's Local Business Intelligence (LBI) and related SaaS (Software as a Service) products. Effective Date: April __, 2025
Term: Initial 1-year term, with automatic one-year renewal unless terminated 30 days before expiration.

Services Provided:

- SizeUp Local Business Intelligence (LBI)
- SizeUp Shop Local
- SizeUp Small Business Advisor
- SizeUp PULSE

Termination can be terminated by either party if: Payments are not made within 10 days of notice. A material breach occurs and is not remedied in 30 days. If SizeUp terminates for convenience, a pro-rata refund will be provided.

Cost of the Contract

- Annual Subscription Fee: \$9,488
- One-Time Setup Fee: \$3,000
- Annual Renewal Fee After Initial Term: Previous Annual Fee + 3% increase per year
- Additional Consulting Services (if needed):
- Staff: \$175/hour
- Senior Staff: \$295/hour

LDFA FINAL MEETING MINUTES 3/18/2025

- Principals: \$425/hour
- Minimum of 4 hours per engagement

1. SizeUp Local Business Intelligence (LBI)

This service provides business benchmarking, competitive analysis, and market insights for users in Sterling Heights

2. SizeUp Small Business Advisor

This tool is designed to provide entrepreneurs and small business owners with essential information for business planning and growth. Guides and insights on expanding a business, securing funding, and increasing market reach.

3. SizeUp Shop Local

A tool to help residents and businesses find local companies by industry and location.

4. SizeUp PULSE

A tool focused on real-time business intelligence, industry analysis, and mapping.

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Suggested Action:

MOVED BY:

SECONDED BY:

RESOLVED, to accept contract for SizeUp small business software resource.



SizeUp Suite (Software As A Service) Agreement

This SizeUp (Software As A Service) Agreement, effective as of March _____, 2025 is entered into by and between SizeUp, Inc. and the City of Sterling Heights, located in Sterling Heights, MI. In consideration of the mutual promises and upon the terms and conditions below, the parties agree as follows:

1. **License.** Subject to the terms and conditions of this Agreement, SizeUp will provide Client with online access to the SizeUp software for use as described in Exhibit A attached hereto (or a product with identical functionality even if marketed under a different product name), including updates, bug fixes, or other minor enhancements or improvements that are made generally available by SizeUp for users of SizeUp software (hereafter the "Services"). Subject to the terms and conditions of this Agreement, and upon payment in full to SizeUp, SizeUp grants to Client a personal, nontransferable, nonsublicensable, nonexclusive limited license to use the Services for Clients' own use, in accordance with any documentation provided by SizeUp, to allow Client's web site users to use SizeUp services as provided by SizeUp. Subject to the terms and conditions of this Agreement, and upon payment in full to SizeUp, SizeUp also grants to Client a personal, nontransferable, nonsublicensable, nonexclusive limited license to download and embed the SizeUp widget software ("Widget Software") on Client's website solely, in accordance with any documentation provided by SizeUp, for the purpose of providing users of Client's website the ability to use SizeUp services as provided by SizeUp. Client agrees that it shall not: i) distribute, rent, sell, lease, license, assign or otherwise transfer all or any part of the Services or Widget Software (including any associated documentation) and Client's rights to use such Services, except for use by web site end-users as described herein, ii) reverse engineer or otherwise attempt to discover source code or underlying ideas or algorithms of the Services or Widget Software, or iii) modify or create derivative works based on the Services or Widget Software, including any modification to the text, layout, marks, logos or designs that appear in the SizeUp Widget. If Client does modify or create derivative works, Client agrees to assign, and hereby does assign to SizeUp, all right, title and interest in and to all and any modifications and derivative works of the Services or Widget Software created by Client. For the sake of clarity, this Agreement does not grant Client any rights in the Widget Software, except for the right to embed the Widget Software on its website in accordance with the license granted above. SizeUp retains the sole and exclusive right to control and direct the manner or means by which Services are performed, and may employ or subcontract others with respect to such services. Nothing herein entitles Client to actual possession of any software other than as to the license for the Widget Software.

2. **Client's Duties and Responsibilities; Data.** Client must follow SizeUp's instructions how to add the Services or Widget Software to Client's website, including updated instructions, modifications, additions or deletions to the Widget Software, as may be updated and provided by SizeUp. Services are offered as or through an embedded tool. Data provided through the Services comes from a variety of sources and is provided on an "as is" basis. SizeUp makes no guarantee or representation about the accuracy or completeness of the information, and disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. See Section 6. SizeUp is not responsible for any damages arising from the use of Services. It is the responsibility of anyone using Services to independently investigate the information's accuracy and completeness, and to determine to their satisfaction the suitability of the information for any needs. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of any business.

3. **Fees and Payment.**

3.1 **Fees.** The fees for the Services and Widget Software are specified in Exhibit A. Client shall pay SizeUp the fees upon entering into this Agreement. Renewal fees as set forth in Exhibit A, if any, shall be paid thirty (30) days prior to the end of the then current term. The renewal fees are subject to change. SizeUp may cease provision of Services at any time if payment is not timely made and/or suspend or terminate the licenses granted herein. In addition, Client shall pay SizeUp two percent (2.0%)

interest per month on the outstanding balance of any fees or approved expenses not paid within thirty (30) days of the due date.

3.2 **Taxes.** If Client is not a tax-exempt entity, Client shall pay or reimburse any and all federal, state, dominion, provincial or local sales, use, personal property, excise, or other taxes, fees or duties arising from or related to this Agreement (other than taxes based on SizeUp's net income).

4. **Ownership.** Client acknowledges that, as between SizeUp and Client, all right, title and interest in the Services and Widget Software including but not limited to SizeUp Insights, Small Business Advisor (SBA), Shop Local, PULSE, or other products, and any other SizeUp materials furnished or made available hereunder, and all modifications, enhancements and improvements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by SizeUp, or SizeUp's licensors and providers, if any. There are no implied rights. Any rights not granted under this Agreement are reserved by SizeUp.

5. **Confidential Information.** To the extent permitted by law, Client agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to SizeUp's technology or business, including, but not limited to: information relating to products or technology of SizeUp or the properties, composition, structure, use or processing thereof, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions, and other technical, business, financial, and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Client shall use reasonable precautions to protect SizeUp's Confidential Information. Confidential Information shall not include information that (a) is in or enters the public domain including in reasonably available public or government databases through no improper action or inaction by Client; (b) was rightfully in the Client's possession or known by it prior to receipt from SizeUp; (c) was rightfully disclosed to the Client by another person without restriction; or (d) was independently developed by Client by persons without access to such information and without use of any Confidential Information of SizeUp. Client may disclose Confidential Information that is required to be disclosed by a court or other adjudicative body provided that reasonable measures are taken to minimize disclosure and guard against further disclosure, and also provided that Client gives SizeUp prior written notice of the proposed disclosure to allow SizeUp to seek protection for the Confidential Information.

6. **Warranty Disclaimer: Limitation of Liability.** SIZEUP FOR ITSELF AND ITS LICENSORS IF ANY, MAKES, AND CLIENT RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND SIZEUP SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, CLIENT AGREES THAT SIZEUP'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID FOR THE SERVICES AND SOFTWARE BY CLIENT. IN NO EVENT SHALL SIZEUP HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION.

7. **Term and Termination.** This Agreement will take effect on the Effective Date and will remain in effect, unless earlier terminated in accordance herein, for the term specified in Exhibit A. At the end of each term, this Agreement shall renew automatically for an additional one (1) year term unless either party provides written notice of termination to the other at least thirty (30) days before the end of the then current term. Any such renewal shall be subject to the same terms and conditions of this Agreement, except for the renewal fee which may change after the initial term. Notwithstanding the foregoing, SizeUp may immediately terminate this Agreement if SizeUp determines that Client has failed to materially comply with any of the terms and conditions of this Agreement, or may terminate for convenience provided that SizeUp offers Client a pro-rata reimbursement for the time period that the Services are not provided due to such termination for convenience. This Agreement may be terminated by either party if the other party (i) fails to pay any amount due under this Agreement within ten (10) days after written notice of such nonpayment, or (ii) commits a material breach of this Agreement, which breach, if capable

of being cured, is not cured within thirty (30) days of written notice of termination. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due, or the provisions of Sections 4 (Ownership), 5 (Confidential Information), 6 (Warranty Disclaimer; Limitation of Liability), 9 (Reference), 10 (General Provisions), and 11 (Indemnification) of this Agreement, all of which will survive termination of this Agreement, regardless of the reason for termination. Upon termination, all licenses and rights to the Services and Widget Software that are granted hereunder shall terminate, and Client shall immediately return to SizeUp, SizeUp's proprietary and confidential information, and documentation regarding use of the Services and Widget Software, if any, along with a signed, written statement certifying that Client has returned to SizeUp, and is no longer in possession of the foregoing items.

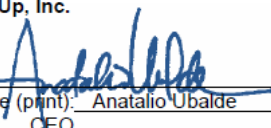
8. Government Use. If Client is a unit or agency of the government, or licensing use of the Services by payment with government funds, the Services are provided subject to SizeUp's standard commercial terms, set forth in this Agreement.

9. Reference. Client agrees that SizeUp may identify Client as a customer on its brochures, websites, and other marketing materials, and describe the project and the Services provided by SizeUp to Client. Nothing herein constitutes an endorsement of SizeUp by Client.

10. General Provisions. This Agreement is not assignable or transferable by Client, and any such attempted assignment or transfer shall be void and without effect. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venturer with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of California or applicable federal law without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on the International Sales of Goods. The parties agree that any dispute relating to this Agreement shall be heard in the courts located in California, Alameda County, and the parties consent to jurisdiction and venue therein. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees. The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof, and any and all written or oral agreements are expressly cancelled. Any modifications of this Agreement must be in writing and signed by both parties hereto. Pre-printed purchase order terms and any other additional terms, and any terms in conflict with this Agreement, shall be void and of no effect.

11. Indemnification. Client shall defend, indemnify and hold SizeUp harmless from any and all claims, injuries, damages, losses or suits arising out of a claim (i) of any breach of this Agreement by Client, its affiliates, employees agents, successors and assigns; and (ii) relating to or based on the activities conducted by Client, its employees, contractors and agents, using or that used the Services; and Client shall pay any final judgment entered against SizeUp in any such proceeding or agreed to in settlement. Client shall be released from the above indemnification obligation unless SizeUp provides Client with: i) reasonably prompt written notification of the claim or action; ii) sole control and authority over the defense or settlement thereof; and iii) at no cost to Client, all reasonably available information and assistance reasonably necessary to settle or defend any such claim or action.

SizeUp, Inc.

By: 
Name (print): Anatalio Ubalde
Title: CEO

Client (City of Sterling Heights)

By: _____
Name (print): _____
Title: _____

EXHIBIT A

1. Fees

Initial Term: 1 year

SizeUp Software As A Service Subscriptions

Individual Subscriptions

X SizeUp Insights with Premium Data

X SizeUp Shop Local

X SizeUp Small Business Advisor with Premium Data

X SizeUp PULSE with Premium Data

Annual Fee: \$ 9,488.00 (nine thousand four hundred eighty-eight dollars and no cents)

One-time Setup Fee: \$ 3,000 (three thousand dollars and no cents)

Annual Renewal Fee after Initial Term: Previous Annual Fee + 3% (three percent)

2. Services (Software As A Service)

SizeUp Insights

The Services shall be the provision of SizeUp Insights software functionality (or a product with identical functionality even if marketed under a different product name); references to Services below shall refer to SizeUp Insights as provided to end users) on an online basis via the Internet. SizeUp Insights will be hosted on servers with an Internet service provider or hosting facility that SizeUp owns or uses. SizeUp provides no client or customer service support, other than providing documentation on installing the Widget Software by Client. The functionality of the Services will include the following features:

- Industry Benchmarking - Website users of the Services as provided through Licensee's Website will be able to enter certain data about their business to receive industry benchmarking of their business to other businesses in the same or similar industry. The information will be presented through graphs, tables, and/or maps at varying geographic levels.
- Market mapping – Website users of the Services as provided through Licensee's Website will be able to view companies within the same/similar industry on a map. Users will also be able to select businesses in industries they sell to or buy from and these will also be displayed on the map. This tool helps enable businesses to spatially see the distribution of potential business competitors, customers, and suppliers.
- Locations to advertise – Website users of the Services as provided through Licensee's Website will be able to enter their industry and city to see geographic locations to advertise based on a variety of measurements and filters.
- Demographic analysis – Website users of the Services will be able to access demographic reports and analysis in the Project Geography including demographic, consumer expenditures, and labor force.
- Limited Industries and Geographies. The parties agree that provision of the Services through Licensee's Website will limit users to only being able to select from pre-defined industries and geographies available through the Services. If SizeUp does not include data for a unique industry, location, or combination of location and industry, SizeUp is not obligated to provide reports in any of these situations.

Product evolution. The parties agree that the Services may change over time including the addition or subtraction of features.

Review and acceptance period. The client shall have fourteen (14) days upon receipt of their client code to evaluate their tool. Public use of the tool or expiration of the fourteen (14) days will constitute acceptance of the tool as delivered.

"Web site users" refers to end users accessing Client's website who have the necessary and adequate hardware, software and Internet connection services to access and use most commercial Internet sites.

Client may schedule additional consulting services as needed.

Small Business Advisor

The Services shall be the provision of SizeUp Small Business Advisor software functionality (or a product with identical functionality even if marketed under a different product name); references to Services below shall refer to SizeUp Small Business Advisor or SizeUp SBAAdvisor as provided to end users) on an online basis via the Internet. SizeUp SBAAdvisor will be hosted on servers with an Internet service provider or hosting facility that SizeUp owns or uses. SizeUp provides no client or customer service support, other than providing documentation on installing the Widget Software by Client. The functionality of the Services will include the following features:

- Plan Your Business - Website users of the Services as provided through Licensee's Website will be able to click to access webpages with content related to planning to open a business. This content may include text, data, and/or other media content.
- Start Your Business – Website users of the Services as provided through Licensee's Website will be able to click to access webpages with content related to starting a business. This content may include text, data, and/or other media content.
- Manager Your Business – Website users of the Services as provided through Licensee's Website will be able to click to access webpages with content related to planning to managing a business. This content may include text, data, and/or other media content.
- Grow Your Business – Website users of the Services as provided through Licensee's Website will be able to click to access webpages with content related to planning to growing a business. This content may include text, data, and/or other media content.
- Limited Industries and Geographies. The parties agree that provision of the Services through Licensee's Website will limit users to only being able to select from pre-defined industries and geographies available through the Services. If SizeUp does not include data for a unique industry, location, or combination of location and industry, SizeUp is not obligated to provide reports in any of these situations.

Product evolution. The parties agree that the Services may change over time including the addition or subtraction of features.

Review and acceptance period. The client shall have fourteen (14) days upon receipt of their client code to evaluate their tool. Public use of the tool or expiration of the fourteen (14) days will constitute acceptance of the tool as delivered.

"Web site users" refers to end users accessing Client's website who have the necessary and adequate hardware, software and Internet connection services to access and use most commercial Internet sites.

Client may schedule additional consulting services as needed.

Shop Local

The Services shall be the provision of SizeUp Shop Local software functionality (or a product with identical functionality even if marketed under a different product name); references to Services below shall refer to SizeUp Shop Local as provided to end users on an online basis via the Internet. SizeUp Shop Local will be hosted on servers with an Internet service provider or hosting facility that SizeUp owns or uses. SizeUp provides no client or customer service support, other than providing documentation on installing the Widget Software by Client. The functionality of the Services will include the following features:

- Search businesses by industry - Website users of the Services as provided through Licensee's Website will be able to search for businesses by industry. The results of the search will be displayed in a list format and shown geographically on a map.
- Search businesses by name - Website users of the Services as provided through Licensee's Website will be able to search for businesses by name after performing a search of businesses by industry. The results of the search will be displayed in a list format and shown geographically on a map.
- Option to restrict search results to locally-owned companies - Client will have the option to show only businesses results for which the headquarter location is within the client Project Geography.
- Limited Industries and Geographies. The parties agree that provision of the Services through Licensee's Website will limit users to only being able to select from pre-defined industries and geographies available through the Services. If SizeUp does not include data for a unique industry, location, or combination of location and industry, SizeUp is not obligated to provide reports in any of these situations.

Product evolution. The parties agree that the Services may change over time including the addition or subtraction of features.

Review and acceptance period. The client shall have fourteen (14) days upon receipt of their client code to evaluate their tool. Public use of the tool or expiration of the fourteen (14) days will constitute acceptance of the tool as delivered.

"Web site users" refers to end users accessing Client's website who have the necessary and adequate hardware, software and Internet connection services to access and use most commercial Internet sites.

Client may schedule additional consulting services as needed.

SizeUp PULSE

The Services shall be the provision of SizeUp PULSE software functionality (or a product with identical functionality even if marketed under a different product name); references to Services below shall refer to SizeUp PULSE as provided to end users on an online basis via the Internet. SizeUp PULSE will be hosted on servers with an Internet service provider or hosting facility that SizeUp owns or uses. SizeUp provides no client or customer service support, other than providing documentation on installing the Widget Software by Client. The functionality of the Services will include the following features:

- Industry Analysis - Website users of the Services as provided through Licensee's Website will be able to view industry data by geography. The information will be presented through tables, graphs, and/or maps.
- Industry mapping – Website users of the Services as provided through Licensee's Website will be able to view companies by industry on a map.
- Limited Industries and Geographies. The parties agree that provision of the Services through Licensee's Website will limit users to only being able to select from pre-defined industries and geographies available through the Services. If SizeUp does not include data for a unique industry, location, or combination of location and industry, SizeUp is not obligated to provide reports in any of these situations.

Product evolution. The parties agree that the Services may change over time including the addition or subtraction of features.

Review and acceptance period. The client shall have fourteen (14) days upon receipt of their client code to evaluate their tool. Public use of the tool or expiration of the fourteen (14) days will constitute acceptance of the tool as delivered.

"Web site users" refers to end users accessing Client's website who have the necessary and adequate hardware, software and Internet connection services to access and use most commercial Internet sites.

SizeUp PULSE use by Client is contingent upon Client's implementation of the other SizeUp products on the Client's website as described in the implementation document and the public launch of these products.

Client may schedule additional consulting services as needed.

3. Implementation Meetings and Trainings

SizeUp staff and Client will have the following meetings related to implementation of SizeUp Insights and SizeUp Small Business Advisor Services:

- Kickoff meeting (1 meeting, 1 hour, with SizeUp and Client) – This meeting starts the process of implementing Services. Topics include, but are not limited to Introduction of team members, review of implementation and marketing materials, discussion of timelines and scheduling of follow-up meetings, review and walkthrough of Client's Application, discussion of success criteria, and any additional questions and answers.
- Training (1 meeting, 1 hour, with SizeUp and Client) – This meeting is designed for SizeUp to train Client on the use of the SizeUp Services. In some cases, the Kickoff and Training meetings are combined into one meeting. This meeting will include a demonstration and training of SizeUp on Client's web properties or hosted by SizeUp, followed by a Q&A session.
- Public Webinar (Optional) - Launch of the website to local businesses (1 meeting, 1 hour) – This meeting is designed for SizeUp and Client to host a webinar to introduce and train local businesses about the use of SizeUp Services. This meeting will follow the following format pre-webinar mic & audio check, introductions, context setting, demo, Q&A, and additional demonstration scenarios as time permits, followed by a wrap-up meeting and media availability.
- Implementation Review Meeting (1 meeting, 30 minutes, with SizeUp and Client) – This meeting is designed to review the implementation and public launch of Services. Topics include, but are not limited to, review of delivery by SizeUp team, review of implementation process, finalization of success criteria for quarterly reviews. An anonymous survey will be sent to the Client's team post-meeting for additional feedback.

Implementation Services must be utilized within ninety (90) days of delivery of Services. After ninety (90) days, Implementation Services may be contracted as described in Exhibit A, Section 5, "Additional Consulting Services".

4. Project Geography

The geographic scope of the Services provided to Client will cover the geographic boundaries of the City of Sterling Heights, which is an area with a population of no more than 150,000 people.

5. Additional Consulting Services

Except for Services identified above in this Exhibit A, any additional services requested, travel and time ("Additional Consulting Services") will be charged at a consulting fee rate of \$175 per hour for staff, \$295 per hour for senior staff, or \$425 per hour for Principals, plus expenses for calendar year 2024. A four (4) hour minimum is required for consulting services. Time will be billed in hourly increments. Unused time shall expire one-hundred-eighty days after approval of additional consulting services. Client shall make any request for Additional Consulting Services in writing and the parties shall agree to such additional services in writing (including by e-mail) prior to performance of the Additional Consulting Services. The hourly rate for service is subject to change, in which case client shall be notified and approve of change before work is performed by SizeUp.