

**AGREEMENT BETWEEN  
THE LAKE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
MR. MICHAEL BENZ**

This agreement is entered into between Lake County Community College District (herein referred to as the College) and Mr. Michael Benz, to provide Executive-in-Residence services as an Independent Contractor (hereinafter referred to as Contractor) as described in Section I of this agreement.

**I. DESCRIPTION OF SERVICES TO BE PROVIDED**

Drawing upon the experiences gained from serving in various leadership capacities in such organizations e United Way of Greater Cleveland, the Greater Cleveland Growth Association, and The Rock and Roll Hall of Fame, the College has engaged the services of the Contractor as an Executive-in-Residence to:

- 1) Provide insight and guidance relative to the ways in which the College can be a value-added partner to the county's nonprofit and public service providers.
- 2) Support the development of long-term, mutually beneficial working relationships between the College, the Lakeland Foundation, the Lakeland Nonprofit Center, and prospective donors by representing the College in written and verbal communications and at meetings, events, and speaking engagements.
- 3) Offer other assistance as agreed to by the Contractor and the College President.

**II. EXTENT OF SERVICE/PERIOD OF SERVICE**

The Contractor will provide the above noted services for a minimum of 120 days annually during the period October 1, 2020 to a point in the future when;

- a) the College voids this contract upon ninety (90) days written notice, or;
- b) when the Contractor, at his sole option and without recourse, voids this contract upon sixty (60) days written notice;
- c) the College will only be required to pay a pro-rata obligation through the last day worked.

The College will provide a work space and technology for the Contractor's use when working on campus.

This agreement shall not be subcontracted by the Contractor without written consent of the College. Any attempt to do so shall be void and have no effect.

### III. FEES AND OTHER COSTS

It is agreed that fees will not exceed an annualized retainer of \$60,000, based on the services to be provided (Section I of this agreement).

Payments in the amount of \$15,000 each will be made at the beginning of each calendar quarter, beginning October 1, 2020. In the event the Contractor does not provide service for a minimum of 120 days during an annual period running from October 1, 2020 to September 30, 2021, the College will make a prorated adjustment in the next quarterly payment.

The College will provide the Contractor with an IRS Form 1099 or other reasonably necessary forms to enable the Contractor to document those days when services were provided; and identify income from the College and pay any taxes he may owe on the amounts received under this agreement. The College has no responsibility for calculating, paying, or withholding any taxes or benefits on behalf of the Contractor.

The College will reimburse the Contractor for reasonable pre-approved expenses and mileage incurred when providing service on behalf of the College. The Contractor will be reimbursed at the College's rate of mileage reimbursement at the time of submittal (net 30 after invoice/documentation submitted).

### IV. CHANGES

The College and the Contractor may at any time, through a written change notice, make changes within the scope of work or period of performance of this agreement, subject to approval by the other party. The Contractor and the College shall negotiate an equitable adjustment, if appropriate, in the terms of this agreement to cover any such change. No payment of extras shall be made unless such are performed pursuant to a written change notice.

### V. TECHNICAL INFORMATION, RECORDS AND REPORTS

All notes, designs, drawings, memoranda, reports, computer programs (including supporting data which may be included in cards, tapes, discs, drums and the like), and other technical data, if any, furnished by the Contractor pursuant to the provisions of this agreement or developed by the Contractor in connection with the performance of services herein shall be and become the property of the College. All such notes, designs, drawings, memoranda, reports and technical data shall be delivered to the College upon demand, and the College shall have the right to use them, for any purpose which it may deem desirable without necessity of compensating the Contractor or any other person or persons for the use thereof. No information, reports, etc., developed herein may be reproduced without the College's consent.

VI. CONTRACTOR INFORMATION, REPRESENTATION, AND WARRANTIES

The Contractor represents that he has all required licenses, permits, and credentials. The Contractor shall observe and abide by all applicable laws and regulations. No benefits provided by the College to its employees, including but not limited to retirement benefits, fringe benefits, unemployment insurance and workers compensation insurance, will be provided to the Contractor.

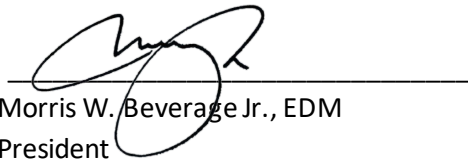
VII. NON-DISCLOSURE/CONFIDENTIALITY

The Contractor shall not disclose any information related to the College to any other third party, including but not limited to management issues, financial information, and personal issues.



Mr. Michael Benz  
Contractor

11/30/20  
Date



Morris W. Beverage Jr., EDM  
President  
Lakeland Community College

11/30/2020  
Date