

SERVICE AGREEMENT

This Agreement (the "Agreement") for services is effective as of the date of the last signature on the signature page, by and between the City of Novi, Michigan (the "City") and The WoodHill Group (the "Company" or "WHG").

RECITALS

The City desires to retain WHG for the purposes of providing the services described herein to the City, and the Company desires to be retained by the City in such capacity, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and understandings contained herein, the parties hereto agree as follows:

1. **Engagement of Company.** The City hereby retains the Company to perform the duties and services described in the Agreement upon the terms and conditions set forth herein and the Company hereby accepts such engagement.
2. **Duties: Services.** The Company agrees to provide Accounting and Financial services and support. See Exhibit A for scope of work and responsibilities of both parties identified by the City with WHG. The Company shall devote such business time, attention and skill as shall be necessary to perform duties, services and responsibilities under this Agreement in such capacity as is mutually agreed upon by WHG and the City. The City shall provide administrative access to financial systems such as BS&A and remote access to City network.
3. **Term.** This agreement will commence on the date of the last signature below and will expire upon notice of termination by either party as provided in Paragraph 13 below.
 - (a) **Compensation.** WHG shall be paid by the City for services provided under this Agreement in the amount of two hundred and fifty (\$250.00) dollars per hour for principal and senior members, two hundred to two hundred and twenty-five (\$200.00 - \$225.00) dollars per hour for program managers, and one hundred twenty-five to one hundred seventy-five (\$125.00 - \$175.00) dollars per hour for other staff assignments. In addition, the City shall reimburse WHG for any reasonable time costs incurred for travel, which will be itemized and passed through to the City at half-time. Mileage to/from the client shall be reimbursed

per the standard IRS rate. WHG may consider future rate increases under the Agreement and will provide the City with a 60-day notice in that event.

(b) WHG will supply vehicles, insurance, business machines, Internet access, telephones and other necessary equipment and supplies while not at City offices.

(c) WHG shall submit an itemized invoice via email or via regular mail to the City of Novi, 45175 Ten Mile Road, Novi, MI 48375. Said itemized invoice shall include: (i) dates worked, (ii) hours worked (iii) nature of work and (iv) staff dedicated to the work. The City agrees to pay for items on the itemized invoice due upon receipt of invoice.

4. Independent Status. WHG agrees to timely report, pay and discharge, at WHG sole expense, all tax or other liability relating to compensation paid to WHG for services rendered by WHG staff pursuant to the Agreement and otherwise comply with all applicable federal, state and local laws relating to the performance of obligations hereunder. WHG and its staff shall have no implied or actual authority to legally bind the City or to make any representation or warranty on behalf of the City.

5. Confidential and Proprietary Information.

(a) WHG agrees and understands that given the relationship with the City, WHG staff may have access to and may receive information or materials that are considered confidential and/or proprietary by the City ("Confidential Information"). Confidential Information includes, but is not limited to, procedures and processes, documentation, personnel and human resources information, strategic plans, financial information, and proposed agreements but shall not include public records subject to disclosure under the Freedom of Information Act, 1976 P.A. 442, MCL 15.231 to 15.246, as amended ("Act"). The City shall, at its own cost and expense, advise WHG as to whether any information, documentation or record in the possession, custody or control of WHG is subject to disclosure under the Act. Confidential Information may be communicated in writing, orally, electronically, or by other means, and may or may not be identified in writing as "Confidential" or "Proprietary."

(b) WHG agrees that, during the term of this Agreement and thereafter, WHG staff will keep all Confidential Information strictly confidential and not use (except on behalf of the City) or disclose any such Confidential Information, either directly or indirectly, to any person or entity without the prior written consent of the City provided City consent shall not be required to disclose any information, documentation or Confidential Information in response to a court subpoena or order or while under oath in any judicial or quasi-judicial proceeding. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Agreement or at any time upon

the City's request, WHG will promptly deliver to the City all property either tangible or electronic which has been produced by, received by or otherwise submitted to WHG during or prior to the Term pertaining to WHG's work for the City, including, but not limited to, information which constitutes or embodies Confidential Information which is in the possession of WHG or under WHG control.

6. Standards. WHG will act in good faith and in a professional, timely manner to complete all assignments.
7. Binding Effect: Assignment. This Agreement shall be binding upon and shall inure to the benefit of the City and its successors and assigns. This Agreement shall be binding upon and shall inure to the benefit of WHG. Neither this Agreement nor any right, interest or duty hereunder shall be assignable or transferable or delegated by WHG.
8. Miscellaneous. No provision of the Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing and signed by the WHG and the City. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any subsequent time. The Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, written or oral, between them as to such subject matter.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without reference to the conflict of laws principles thereof.
10. No Promise, Representation or Guarantee of Outcome or Estimates.
 - (a) WHG makes no promise, representation or guarantee regarding the outcome, future financial condition of the City or of any other matter with respect to the subject matter of this engagement, and the City agrees to pay our fees and other charges regardless of any outcome unless we have a specific written agreement with the City to the contrary.
 - (b) While WHG cannot promise or guarantee any particular outcome or future financial condition of the City, the members of WHG will use their best efforts on the City's behalf to achieve the goals and objectives of this engagement. It is understood that WHG will not settle or compromise any matter without consent of the City. The City and WHG understand, acknowledge and agree that WHG has no final decision-making authority, and the City may or may not approve, accept or reject any recommendation, information or other work product prepared or offered by WHG. All recommendations, information, or other work products prepared or offered by WHG shall be subject to review and approval by the City.

The parties mutually understand and agree that the City reserves exclusive authority and discretion to implement, adopt, accept, reject, or modify any work, service or recommendation performed or offered by WHG and the City assumes full responsibility and any resulting liability, loss, financial condition, costs, or damages, if any, arising out of the City's exercise of this authority and discretion.

11. Indemnification.

- (a) The WHG agrees to indemnify the City and its officers, council, contractors, agents and representatives from and against any and all losses, damages, liabilities, claims, costs and expenses including reasonable attorneys' fees resulting from (a) any breach by the WHG of any of the provisions of the Agreement, (b) any negligent or willful acts or omissions of the WHG, and (c) any violation by the WHG of applicable federal, state, local laws, including the failure to withhold or pay taxes or other withholdings on the payment of compensation under Section 4 above.
- (b) The City, at all relevant times and under all circumstances, shall be solely and exclusively responsible for the proper maintenance, repair, operation, security and integrity of any and all City information and data systems, technology and equipment.
- (c) The WHG shall have no duty or obligation to defend, indemnify or hold City harmless for any claims, costs, losses or damages caused by any act or omission by the City, including without limitation, the City's breach of any duty, promise or obligation arising under this Agreement.

12. Insurance.

- (a) During the term of this Agreement, WHG shall obtain and maintain in full force, at its own expense, the following insurance coverage in not less than the following amounts:
 - i. Worker's Compensation insurance relative to all personnel engaged in performing services pursuant to this agreement, with coverage not less than that required by applicable law,
 - ii. Comprehensive General Liability Public Liability, for occurrences while engaged in performing services pursuant to this agreement, with coverage not less than the amount of \$1,000,000 per occurrence;
 - iii. Professional Liability (Including Errors and Omissions) Insurance in the amount of \$1,000,000 per claim;

- iv. Automotive Insurance covering all owned vehicles with insurance to comply with the Michigan No-Fault Insurance Law, including Regional Liability Insurance with minimum bodily injury limits of \$1,000,000 each occurrence and minimum property damage of \$1,000,000 per occurrence.
 - (b) WHG shall be responsible for all deductibles contained in any insurance required hereunder.
 - (c) With the exception of Professional Liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured, pursuant to endorsement. All policies shall name the WHG as the insured and shall be accompanied by an endorsement from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.
13. Termination. This agreement may be terminated at any time, with or without cause, by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

Authorization & Approval

On behalf of:	The City of Novi
Name:	Victor Cardenas
Signature:	
Designation:	City Manager
Date:	11/13/25

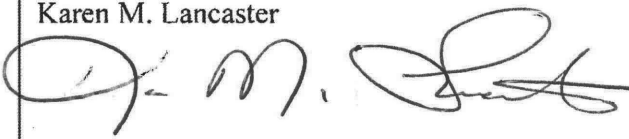
On behalf of:	The WoodHill Group LLC.
Name:	Karen M. Lancaster
Signature:	
Designation:	CPA, CPFO, President
Date:	11/13/2025

Exhibit A

Scope of work

Accounting and Treasury Services

WoodHill will provide the following interim Finance Director services:

1. Support city manager and department heads with their financial needs.
2. Annual Budget preparation support including wage and fringe cost development review, capital needs, BSA prep, budget meetings and presentations, draft/final budget documents and departmental support.
3. Review cash flow and investments with Deputy Treasurer periodically as needed.
4. Prepare/review monthly bank and investment reconciliations.
5. Maintain the General Ledger ensuring subsidiary ledgers (Utility Billing, Accounts Payable, Miscellaneous Receivables) are balanced.
6. Assist with grant filings and accounting, if any.
7. Process/review property tax distributions including settlement with the County.
8. Review payroll and related tax filings including 941s, W2s, State Unemployment Insurance and withholding filings as needed.
9. Prepare/review 1099 filings.
10. Provide financial reports to the City Manager and Council as needed and provide recommendations for budget amendments, if needed.
11. Ensure any financial compliance reports are filed as needed.
12. Audit preparation including all workpaper preparation, review of draft statements and all financial compliance filings working with the City's Auditor.
13. Review of policies and procedures to ensure processes are up-to-date and utilizing BSA software features.
14. Support for the transition to a newly hired Finance Director/Treasurer.

WoodHill will:

1. Work onsite 1-2 days a week and as needed for City Council meetings.
2. Perform remote work to meet the needs of the City.
3. Report directly to the City Manager.

The City will provide:

1. Administrator-level access to all BSA modules to review financial information/setup.
2. Remote access to the City.
3. Access to Network files to review and access financial support documents needed for review/training.
4. Office space when on-site.

