

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the Kochville Township Downtown Development Authority (hereinafter called “DDA”) presently of 5851 Mackinaw Road, Saginaw, Michigan 48604 and Saginaw Future Inc. (hereinafter called “SFI”) presently of 515 N. Washington, Saginaw, Michigan 48607.

WITNESSETH:

WHEREAS, the DDA desires to contract with SFI for provision of certain services involving economic development activities within the DDA and SFI is willing to so contract; and

WHEREAS, SFI possesses certain unique qualifications to deliver the necessary services as agreed upon; and

WHEREAS, the DDA desires that SFI provide the services set forth in the attached Exhibit A titled “Scope of Services” for a stated amount per year; and

WHEREAS, certain services contracted by the DDA pursuant to this Agreement are a proper concern of the DDA and are paid for in part by DDA millage levy and tax increment financing funds and are services that the DDA could otherwise perform pursuant to law.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

ARTICLE 1 PROGRAM TO BE OPERATED BY SFI

SFI shall provide the services set forth in the attached Scope of Services, labeled Exhibit “A”, which is incorporated by reference into this Agreement and made part hereof (hereinafter referred to as the “Services”).

ARTICLE 2 DUTIES OF SFI

SFI, in accordance with the general purposes and objectives of this Agreement, as herein specified and subject to available DDA funds shall:

- A. Conduct activities aimed at stimulating economic growth in all of Saginaw County including the DDA. SFI’s activities shall include efforts aimed at attracting new business, retaining existing businesses and assisting existing businesses with expansion.

B. SFI's activities shall involve both its own services and the coordination of the activities of governmental units and private businesses so as to provide a unified package of assistance and marketing efforts.

C. The exact details of SFI's activities and the setting of priorities shall be determined by SFI's Board of Directors and/or Executive Committee in accordance with the goals adopted by SFI so long as this Agreement and the funding covered below remain in effect.

ARTICLE 3 DURATION OF AGREEMENT/TERMINATION

SFI shall commence performance of the services and obligations required of it hereunder on the 1st day of January 2021 and shall continue said services through the 31st day of December 2021.

In the event a new Agreement is not executed immediately upon the expiration of this Agreement, SFI agrees to continue such services on a month-to-month basis as indicated in the Scope of Services and duties of SFI in Article 2 above. The DDA agrees to pay SFI the compensation set forth in Article 4 herein on a monthly basis. Therefore, the amount due per month would be one-twelfth (1/12) of the compensation due pursuant to Article 4 herein.

In the event that either the DDA or SFI wants to terminate this Agreement, either party may provide the other party with a termination notice that shall take effect 30 days after receipt of the notice by the non-terminating party.

ARTICLE 4 COMPENSATION

It is expressly understood and agreed that in no event will the total compensation under this Agreement exceed the sum of \$1,500.00 for 2021, subject to appropriation by the DDA in its annual budget process. SFI shall receive said compensation in one annual payment as invoiced.

ARTICLE 5 FEES, CHARGES OR CONTRIBUTIONS

SFI may charge appropriate fees and accept contributions as the SFI Board of Directors determines is reasonable and beneficial to SFI. If SFI desires to impose any fees not expressly set forth in Article 4 herein, SFI shall notify the DDA of the proposed fee within 30 days of the establishment of the fee. If the DDA objects to the fee, the DDA shall be allowed to terminate this Agreement pursuant to Article 3 herein and not be subject to the fee as compensation that shall be paid upon a notice of termination.

ARTICLE 6
ACCOUNTING PROCEDURES

SFI's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the cost allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

ARTICLE 7
ANNUAL AUDIT

SFI shall have an annual certified audit and shall be completed as rapidly as possible at the end of each fiscal year of operation of SFI. A copy shall be supplied to the DDA upon request.

ARTICLE 8
MAINTENANCE OF RECORDS

The SFI shall keep and maintain records covering the services rendered and budget expenditures made pursuant to this agreement for six (6) years after termination of this Agreement or until the final audit has been performed.

ARTICLE 9
COMPLIANCE WITH THE LAW AND EQUAL EMPLOYMENT OPPORTUNITY

SFI shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220.
- C. Section 504 of the Federal Rehabilitation Act of 1974, P.L. 93-112, 87 Stat. 394, and regulations promulgated thereunder.

SFI, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, handicap, height, weight, marital status, political affiliation or beliefs.

ARTICLE 10
INDEPENDENT CONTRACTOR

It is expressly understood and agreed that SFI is an independent contractor. The employees, servants and agents of SFI shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the DDA. SFI shall be responsible for the withholding and payment of all applicable taxes;

including, but not limited to, income and social security taxes to the proper federal, state and local governments. SFI shall carry workers' compensation coverage for its employees, as required by law.

ARTICLE 11
INDEMNIFICATION AND HOLD HARMLESS

SFI shall, at its own expense, protect, defend, indemnify and save harmless the DDA, its elected and appointed officers, employees, servants and agents from any and all liability resulting from any acts, omissions or negligence of SFI, its employees, agents or students that may arise out of this Agreement.

ARTICLE 12
LIABILITY INSURANCE

SFI shall procure, pay the premium on, keep and maintain during the term of this Agreement, comprehensive general liability insurance coverage in the amount of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per claim covering all damages, personal and/or property, arising from the program operated pursuant to this Agreement. SFI shall maintain such other insurance, as it deems appropriate for its own protection.

ARTICLE 13
BREACH

In the event that SFI breaches or fails to perform any of the duties set forth in this Agreement, then the DDA, the DDA shall notify SFI of the breach or the service it is failing to perform. SFI shall then have 30 days in which to correct the breach or perform the service. If the SFI fails to correct the breach or perform the service within the 30 days, the DDA may, at its sole option, terminate this Agreement. In the event that the DDA terminates this Agreement after SFI fails to correct the breach or perform the service, SFI shall not be entitled for payments for the 30-day cure period or any future payments due and owing by the DDA to SFI pursuant to this Agreement. Additionally, this Agreement shall immediately terminate.

In the event that the DDA fails to pay the sums due and owing pursuant to Article 4 herein within 30 days of the start of this Agreement, SFI shall notify the DDA in writing and may after 60 days after the start of this Agreement either (a) terminate the Agreement or (b) charge interest to the DDA on the amount due and owing in an amount not to exceed the maximum allowed by law. If SFI terminates this Agreement, then SFI shall not be required to perform any duty set forth in the Agreement. If SFI charges the DDA interest on the amount due and owing, SFI shall continue to perform its duties set forth herein.

ARTICLE 14
MODIFICATIONS, AMENDMENTS OR WAIVERS OF PROVISIONS OF THE AGREEMENT

All modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto provided however, that both SFI and the DDA understand and agree that changes may become desirable or needed during the course of this Agreement, and each agrees to negotiate in good faith.

ARTICLE 15
ASSIGNMENT OR SUBCONTRACTING

SFI shall not assign this Agreement or otherwise transfer its duties and/or obligations under this Agreement.

ARTICLE 16
CONSTRUCTION

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

ARTICLE 17
INVALIDITY

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the practical, economic and legal substances of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Invalid provisions shall be severed from this Agreement.

ARTICLE 18
HEADINGS

The headings of the articles of this Agreement and of the Exhibits hereto are included for convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

ARTICLE 19
ADDRESSES

Any notice, communication, request, payment, replay or advice shall be mailed to the party at the address provided in the first paragraph of this Agreement. The address set forth in the first paragraph may be changed by either party upon written notice to the other party.

ARTICLE 20
GOVERNING LAW; INTERPRETATION

This Agreement shall be construed in accordance with and governed by the laws of the state of Michigan. The parties hereto (a) consent to the personal jurisdiction of the state courts located in Saginaw, Michigan or

federal courts located in Southeastern Michigan in connection with any controversy related to this Agreement including, but not limited to, counterclaims or third party demands raised as a result of third party counterclaims initiated in any other jurisdiction; (b) waive any argument that venue in any such forum is not convenient; (c) agree that any litigation initiated by the DDA or SFI in connection with this Agreement may be brought in either the state court located in Saginaw, Michigan or federal court located in Bay City, Michigan; and (d) agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

ARTICLE 21
NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to confer upon any person or entity, other than the parties hereto, any rights or remedies of any kind or nature whatsoever.

ARTICLE 22
CERTIFICATION

The persons signing on behalf of SFI and the DDA certify by said signatures that they are duly authorized to sign this Agreement and that their respective Boards have authorized this Agreement.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

For the DDA:

In The Presence of:

For Saginaw Future Inc.:

In the Presence of:

JoAnn Crary
President

EXHIBIT A
SCOPE OF SERVICES

SAGINAW FUTURE INC. (SFI) SHALL:

1. Promote and strengthen the jobs and investments of employers who are currently here, thus reducing the potential for relocation while stimulating and supporting new expansion and job growth.
2. Aggressively attract and encourage national and international business to relocate and invest in our area ensuring a diversity of components in the economic base of this county.

SAGINAW FUTURE WILL PROMOTE AND STRENGTHEN EXISTING BASE JOB EMPLOYERS BY:

1. Making corporate watch calls on Saginaw County manufacturers:
 - A. To gain a clear understanding of each company's view of the local business climate.
 - B. To increase industry awareness of incentives and services available on a state and local level.
 - C. To ascertain the plans of each company and provide expansion or problem solving assistance.
 - D. To identify opportunities for new industry attraction.
2. Making critical watch calls on the largest manufacturers and private employers that have corporate headquarters outside of Saginaw County in an attempt to impact decision makers.
3. Calling on the fastest growing smaller manufacturers and providing the support necessary for continued growth.
4. Providing technical assistance, incentives or referrals in areas such as financing, infrastructure grants, incentive packaging, business planning, labor training, demographics, site location and other areas of need.
5. Serving as an ombudsman to identify and address areas of concern that may impact the company's ability to expand.
6. Providing economic and market research to identify opportunities for business expansion through government contracting and subcontracting opportunities and exporting.

SAGINAW FUTURE WILL HELP RECRUIT NEW CORPORATE CITIZENS BY:

1. Creating and implementing a marketing plan for the region which:
 - A. Through research, identifies specific industries or companies that would benefit from locating operations in the Saginaw region.
 - B. Develops a specific strategy for direct marketing to target companies or industries.

- C. Provides repetitive image advertising in support of the targeted marketing.
2. Establishing an action system, which will assure appropriate and prompt response and follow-up to inquiries and/or prospects.
3. Identifying or creating specific sites for the location of new corporate citizens, which meet their needs as to such factors as zoning, infrastructure, environmental concerns, utilities and transportation.
4. Providing technical expertise in such areas as financial packaging, training, labor market data, available incentives and applicable federal and state programs.
5. Advising local units of government regarding actions they might take to enhance their attractiveness to businesses.

SAGINAW FUTURE WILL PROVIDE INDUSTRIAL DEVELOPMENT LOCATION OPPORTUNITIES BY:

1. Participating with public and private organizations in the development and preparation of industrial sites and parks.
2. Participating in planning activities to improve those items related to economic development and specifically land, labor and capital issues.
3. Pursuing information on new state and federal programs that would improve economic development in Saginaw County.