

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of January 1994, by and between INGHAM COUNTY, VEVAY TOWNSHIP DDA, CITY OF LESLIE DDA, CITY OF LESLIE LDFA, CITY OF MASON LDFA, CITY OF WILLIAMSTON EDC, CITY OF WILLIAMSTON DDA, VILLAGE OF DANSVILLE DDA, VILLAGE OF STOCKBRIDGE DDA AND VILLAGE OF WEBBERVILLE DDA.

WHEREAS, each of the parties to this Agreement are authorized by various statutes of this State to engage in activities which will encourage economic development within their jurisdictional boundaries; and

WHEREAS, each of the parties desires to enter into an agreement pursuant to 1954 PA 35, MCLA 124.1 et seq, which authorizes municipal corporations to join with other municipal corporations, or with any number or combination thereof by contract, or otherwise as may be permitted by law, for the performance, jointly, or by any one or more on behalf of all, of any service which each would have the power to perform separately; and

WHEREAS, the Townships, Cities, and Villages which are parties to this Agreement desire to acquire the services of the Ingham County Department of Development (hereinafter referred to as the "Department") to assist them in economic development projects and activities for their jurisdiction; and

WHEREAS, Ingham County has adopted an Economic Development Policy which places an emphasis on Regional Economic Development; and

WHEREAS, Ingham County authorizes the Department to provide each of the other parties to this Agreement with the economic development assistance they require subject to the terms and conditions of this Agreement.

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

I. Services to be Performed by the Department. The Department shall provide each of the Township's, City's and Village's, who are a party to this Agreement with the services set forth in the attached Exhibit A, Scope of Services, which is incorporated by reference into this Agreement and made a part hereof.

II. Services to be Performed by the Townships, Cities, and Villages. The Townships, Cities, and Villages who are parties to this Agreement shall cooperate with the Department in its performance of the services to be provided to them as set forth in Exhibit A. Each Township, City, and Village shall provide the Department with all information, records and documentation necessary for the Department to perform the required services.

III. Compensation. It is expressly understood and agreed that the Townships, Cities and Villages who are parties to this Agreement shall jointly pay the County for the services provided by the Department under this Agreement as follows:

- A. The sum of EIGHTY FOUR THOUSAND SEVEN HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$84,745.00) for the 1994 calendar year.
- B. For calendar years after 1994, the amount paid shall be based upon and determined by the County Board of Commissioners within its annual budget process.
- B. The sum to be paid individually by each of the Townships, Cities and Villages subject to this Agreement shall be determined by the formula set forth in the attached Exhibit B, which is incorporated by reference into this Agreement and made a part hereof.
- C. Direct fees will be charged for activities not directly related to Economic Development and for monitoring of Grant Programs. Whether an activity is directly related to Economic Development shall be in the sole discretion of the Department.

IV. Method of Billing and Payments. The County shall quarterly submit a bill to each of the Townships, Cities, and Villages who are parties to this Agreement which sets forth the sum they owe for the quarter that has just ended, which is determined from the applicable formula set forth in Exhibit B. Each of the parties shall pay the County the sum due and owing within fourteen (14) days of the date of their receipt of the bill therefore. All payments shall be made payable to the Ingham County Treasurer and submitted to the Department.

V. Compliance with the Law. The parties hereto mutually agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of their obligations pursuant to this Agreement.

VI. Nondiscrimination. The parties to this Agreement, 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 which is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs.

All of the parties to this Agreement shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended; the Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended; Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended; The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement.

VII. Indemnification and Hold Harmless. The County shall, at its own expense, protect, defend, indemnify, save and hold harmless each of the Townships, Cities and Villages, who are parties to this Agreement, their elected and appointed officers, employees or agents, from all liability which they may incur due to personal and/or bodily injuries or property damage which arises out of the acts, omissions, or negligence of the County's personnel, in the performance of their responsibilities under this Agreement.

Each of the Townships, Cities and Villages who are parties to this Agreement, shall individually, at their own expense, protect, defend, indemnify, save and hold harmless the County and its elected and appointed officers, employees, and agents from all liability which they may incur due to personal and/or bodily injuries and property damage which arises out of the acts, omissions or negligence on the part of the party responsible for such indemnification, or its officers, employees, or agents.

VIII. Status of Employees. It is expressly understood and agreed that the employees, servants and agents of each of the parties to this Agreement shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of any of the other parties. Each of the parties to this Agreement shall be responsible for paying their employees and agents for the services they have performed under this Agreement and for 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. The employees of each of the parties shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave and longevity. Each of the parties shall carry workers' compensation coverage for its employees, as required by law.

IX. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

X. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XI. Assignment. The parties to this Agreement may not assign or otherwise transfer their duties and/or obligations under this Agreement.

XII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XIII. Completeness of the Agreement. This Agreement, and the attached Exhibits A and B, contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIV. Agreement Period. This Agreement shall be effective on the 1st day of January, 1994, and shall continue until the 31st day of December, 1994. This Agreement shall automatically renew on an annual basis unless terminated in accordance with Section XV. Termination. Each year a new updated Work Program will be agreed upon by the Department with each individual community.

XV. Termination. Any of the parties to this Agreement, except the County, may terminate this Agreement upon delivery of thirty (30) days prior written notice to all the other parties. The effect of such termination shall be the removal of the terminating party as a party to this Agreement effective as of the effective date of termination. The terminating party shall, however, compensate the County as set forth in Sections III. Compensation and IV. Method of Billing and Payments for services performed by the Department hereunder, up to the effective date of termination.

Notwithstanding any contrary provision of this Agreement, the County may terminate this Agreement upon the delivery of written notice to each of the other parties to this Agreement. Upon such termination, the County shall be compensated as set forth in Section III for services performed by the Department hereunder to the effective date of termination.

XVI. Invalid Provisions. If any provision of this Agreement is held to be invalid it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XVII. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

INGHAM COUNTY

BY Jean M. McDonald
(Signature)
Name Jean M. McDonald, Chairperson
County Board of Commissioners

Date 2/28/94

BY Lingg Brewer
(Signature)
Name Lingg Brewer, County Clerk

Date 6/22/94

CITY OF MASON LDFA

BY R George Hayhoe
(Signature)

Name R GEORGE HAYHOE
(Print or Type)

Title CHAIRPERSON
(Print or Type)

Date 2/28/94

CITY OF WILLIAMSTON EDC

BY Dennis K Fisher
(Signature)

Name DENNIS K FISHER
(Print or Type)

Title Chairperson
(Print or Type)

Date 2/28/94

CITY OF WILLIAMSTON DDA

BY Thomas M. Mitchell
(Signature)

Name Thomas M Mitchell
(Print or Type)

Title Chairperson
(Print or Type)

Date 2-28-94

VEVAY TOWNSHIP DDA

BY R George Hayhoe
(Signature)

Name R GEORGE HAYHOE
(Print or Type)

Title CHAIRPERSON
(Print or Type)

Date 2/28/94

VILLAGE OF DANSVILLE DDA

BY Tom Hoeft
(Signature)

Name TOM HOEFTS
(Print or Type)

Title Chair Person
(Print or Type)

Date 2/28/94

CITY OF LESLIE DDA

BY James N. Mitchell
(Signature)

Name JAMES N. MITCHELL
(Print or Type)

Title PRES. DDA
(Print or Type)

Date 2/28/94

VILLAGE OF WEBBERRYVILLE DDA

BY Burg T Carr
(Signature)

Name Burg T CARR
(Print or Type)

Title Chairman
(Print or Type)

Date Feb 28, 1994

(Signatures continued on next page.)

Continuation of signatures to Economic Development Services Agreement.)

CITY OF LESLIE LDFA

BY *Edward S. J.*
(Signature)

Name Edward S. Swanson
(Print or Type)

Title Chair.
(Print or Type)

Date 2-25-94

VILLAGE OF STOCKBRIDGE DDA

BY *Deborah C. Marshall*
(Signature)

Name DEBORAH C. MARSHALL
(Print or Type)

Title CHAIR
(Print or Type)

Date Jul. 31, 1994

APPROVED AS TO FORM FOR INGHAM COUNTY:
COHL, STOKER & TOSKEY, P.C.

BY *Robert D. Townsend*
Robert D. Townsend

EXHIBIT A
SCOPE OF SERVICES

WORK PROGRAM STATEMENT

DANSVILLE DDA
1993-1995

1. Assist the Village in amending its 10 year plan
 - Reviewing amended plan, make recommendations, and advising on amendment procedure
2. Industrial Retention (6) - calling on the 6 industries in the Dansville area and assisting these companies
3. Assist the Village in the acquisition and development of the Gauss Property
 - Assist with preparing the development plan for the property
 - Assist with identifying sources and uses of financing for purchase and development
 - Assist with packaging the proposal for financing including grant and loan proposals
4. Assist the Village to locate a gas station in Dansville
5. Assist the Village with collection of loans and management of the revolving loan fund
 - Assist with accounting for all UDAG funds received and expended in order to satisfy potential state audit
6. Assist the Village with finalizing and monitoring the MDNR Park Grant
7. Continue to prepare proposals for the location of industry in Dansville
8. Assist the Village in preparing their 1994 budgets (DDA and Village)

1/28/94

WORK PROGRAM STATEMENT

LESLIE DDA
1993-1995

1. Industrial Retention (10) - call on the 10 industries in the area, assist them to expand or with other problems
2. Business Park Development
 - Urban Land Assembly of Business Park - obtain a loan from the State for the City to acquire the land near the Freeway, find a developer
 - Business Park Infrastructure (roads, sewer, site preparation) - prepare grants for the development of infrastructure
3. Downtown Commercial Rehab Program
 - purchase the burned out building and the tannery, rehabilitate tannery for resale
 - remove buildings via small cities grant
4. Residential Housing Construction - assist community in finding a residential builder to construct apartments and new homes at planned unit development and single family sites

1/28/94

WORK PROGRAM STATEMENT

LESLIE LDFA
1993-1995

1. Industrial Retention - 2 companies
2. Prospecting - making proposals to companies interested in industrial or commercial development, and survey of past prospects
3. Obtain State certification of the industrial park
4. Do a survey of why companies have chosen not to locate in Leslie

1/28/94

WORK PROGRAM STATEMENT

MASON LDFA
1993-1995

1. Industrial Retention (22) - conduct retention calls and follow up on the 22 Mason industries
2. Industrial Park - Prospecting, Roads and Services
 - Prospecting new tenants working with LDFA & Mason Coalition
3. Complete the Sewer Project - North Side - assist the City in completing a grant program for the north side of Mason to accommodate the expansion of Thomas Fabricating and other properties along Howell Road

1/28/94

WORK PROGRAM STATEMENT

STOCKBRIDGE DDA
1993-1995

1. Industrial Retention (6) - call on industries and follow up on problems

2. Downtown Renovation
 - Attraction of Variety Store and other stores, especially on the block north of the Square
 - Assist in getting a grant to rehabilitate commercial buildings

3. Marketing
 - Work with DDA to further the marketing and promotion of the community and industrial park.

1/28/94

WORK PROGRAM STATEMENT

WEVAY DDA
1993-1995

1. Industrial Retention (10) - call on the 10 industries for consideration of expansion and identification of problems
2. Industrial Development - do prospecting for industries to locate on the industrially zoned land in the District
3. Infrastructure Expansion - work with DDA and City of Mason to expand sewer with grants to industrial and Air Park development
4. Shopping Center Development - assist developers in developing the Center at Kipp and Hull Roads
5. Air Park Development - upon approval of the Airport Mater Plan, develop an Air Park Plan to locate and identify office and industrial sites

1/28/94

WORK PROGRAM STATEMENT

WEBBERVILLE DDA
1993-1995

1. Industrial Retention (2) - call on industries
2. Industrial Park Development
 - Roads - complete contracts and monitor grant
 - Applegate - assist in construction of new building
 - Sewer/Water - close out grant
 - Railroad - continue development and grant monitoring
3. Marketing of Industrial Park - with the Regional program, assist in preparing proposals and proper follow up with clients
4. Research funding for fire equipment
5. Obtain a Community Revolving Loan Fund with EDA

1/28/94

WILLIAMSTON EDC
1993-1995

1. Industrial Retention: Calling on the industries in the Industrial Park and TIFA Districts. Calls will be made in conjunction with a member of the Williamston EDC
2. Industrial Park Site Prospecting: The Ingham County EDC will actively prospect for a buyer and maintain open communication with the Williamston EDC, taking into consideration the issue of confidentiality of client
3. The Williamston EDC will actively participate in the development, planning, and prospecting new clients for the Sawaya property. This will include the application of grants and follow-up approval
4. When submitting grants or meeting either the Department of Commerce or Department of Transportation, the Chairperson of the Williamston EDC will always be notified
5. Will inform the Williamston EDC of special monies when available by the State and Federal Governments for various types of projects that might be completed by the Williamston EDC

WILLIAMSTON DDA
1993-1995

1. Assist in the development of the river construction project - White Water and Dam, including researching grant funds
2. Present to the DDA and the Planning Commission a facade program including the necessary criteria
3. Assist the City with the water main reconstruction project including researching grant funds
4. Develop a commercial facility on property east of Putnam and north of High Streets

1/28/94

EXHIBIT B

FUNDING FORMULA

1994 Department of Development Funding Schedule									
Community	Base Year	Base SEV	Current SEV	Captured SEV	1993 TIFA REVENUE	% of Total SEV	1994 Funding		
Dansville DDA	1981	\$2,351,385	\$4,185,937	\$1,834,552	\$126,599	0.083805048	\$10,719.00		
Leslie DDA	1990	\$2,223,500	\$2,384,800	\$161,300	\$13,130	0.007368422			
Leslie LDFA	1988	\$579,733	\$1,551,966	\$972,233	\$79,140	0.044413041			
Leslie LDFA-IFT	1988	\$867,422	\$1,281,350	\$413,928	\$16,847	0.018908843	\$10,410.87		
Mason LDFA	1989	\$155,100	\$741,100	\$586,000	\$37,763	0.026769346			
1 Mason LDFA-IFT		\$0	\$2,883,300	\$2,883,300	\$65,051	0.131713407	\$12,473.55		
2 Stockbridge DDA	1985	\$2,706,200	\$4,447,633	\$1,741,433	\$116,522	0.079551234	\$10,619.06		
Vevay DDA	1989	\$2,791,600	\$3,056,100	\$264,500	\$15,820	0.012082751			
Vevay DDA-IFT		\$0	\$690,100	\$690,100	\$20,637	0.031524788	\$9,774.56		
Webberville DDA	1984	\$1,820,365	\$3,599,847	\$1,779,482	\$136,643	0.081289369			
4 Webberville-IFT		\$0	\$880,379	\$880,379	\$33,801	0.040217014	\$11,604.79		
Williamston DDA	1981	\$3,557,097	\$7,054,800	\$3,497,703	\$316,839	0.159780245			
DDA CFT			\$225,000	\$225,000	\$8,917	0.010278333			
Williamston 450-A1985		\$1,241,700	\$1,634,100	\$392,400	\$36,086	0.017925412			
Williamston 450-B1986		\$150,300	\$4,312,700	\$4,162,400	\$329,905	0.190144586			
450-B IFT		\$0	\$1,406,000	\$1,406,000	\$55,719	0.064228159	\$19,143.17		
TOTAL		\$18,444,402	\$40,335,112	\$21,890,710	\$1,409,080	1	\$84,745.00		

NOTE:
Changes made as of 11/18/93

1. Mason LDFA adjusted in response to Audit and letter response dated 11/17/93
2. Stockbridge DDA adjusted in response to Audit and meeting dated 10/29/93
3. Williamston DDA and 450A&B adjusted in response to letter dated 11/1/93. Audit response pending.
4. Webberville DDA adjustments pending in response to audit and meeting dated 11/8/93