



**CONTRACT BETWEEN
THE LANSING ECONOMIC AREA PARTNERSHIP, INC.
AND
THE COUNTY OF INGHAM
(2018)**

THIS CONTRACT (the "Contract"), entered into this __ day of **December** _____ 2017, is effective from January 1, 2018 ("Effective Date") for a period of time as defined in this Contract, by and between the Lansing Economic Area Partnership, Inc. (LEAP), a Michigan non-profit corporation (the "Contractor") and the County of Ingham, a municipal body corporate of the State of Michigan (the "County") collectively referred to in this Contract as the "Parties". The Contractor is the exclusive and independent employer of its employees.

WITNESSETH THAT:

WHEREAS, the duties and obligations of the Ingham County Department of Economic Development are the sole responsibility of the County, and

WHEREAS, the County desires to engage the Contractor as an agent of the County to provide staff and perform certain services and activities previously conducted by staff; and

WHEREAS, the County acknowledges that these services and activities do not include the management, oversight or administration of the Ingham County Land Bank (ICLB) or ICLB Brownfield Plans; and

WHEREAS, the Contractor represents that it will perform such services and activities in a lawful, satisfactory and proper manner, all in accordance with the policies, procedures and requirements which have been or, from time to time, may be prescribed by the County; and

WHEREAS, the Contractor and the County wish to memorialize in writing the terms under which the Contractor will perform those certain services; and

WHEREAS, the County acknowledges that LEAP serves the entire Tri-County region, including other governmental and/or quasi-governmental entities, and pursues the needs and wishes of businesses and prospects on behalf of the region.

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. Scope of Services

In order to accomplish the services and activities specified within this Contract, the Contractor shall perform in a lawful, satisfactory and proper manner, all in accordance with the policies, procedures and requirements which have been or, from time to time, may be prescribed by county, local and state statutes, the following services and activities:

A. Service the Ingham County/Local EDO Contract

The Contractor will perform the duties described below, which are duties created by the Economic Development Services Agreement between Ingham County Department of Development and local Economic Development Organizations (EDOs) dated January 31, 1994 (see Attachment A). The Contractor will not perform any other duties described in the Economic Development Services Agreement unless same are described in a separate writing signed by the County and the Contractor.

The current Ingham County/Local EDO Contract is with the following six EDOs:

Village of Webberville Downtown Development Authority
Village of Dansville Downtown Development Authority
City of Leslie Local Development Financing Authority
City of Williamston Economic Development Corporation
City of Mason Local Development Financing Authority
Township of Vevay Downtown Development Authority

The Contractor will perform the following per the Ingham County/EDO Agreement:

Attend the board meetings for the contracted EDOs to update members on Federal, State, County and regional issues, policies, programs, legislation and funding opportunities.

Provide the EDOs assistance in economic development projects and activities including: applying for state and local economic development incentives, redeveloping brownfield sites, assisting with grant applications, and helping with other development initiatives as needed.

Perform the billing and collection of funds from the EDO's per the Ingham County/EDO Contract.

B. County Administrative Activities

The Contractor will provide the following administrative services to the County:

Attend Board of Commissioners County Services Committee, Finance Committee and regular County Board meetings as required.

Work on special projects as requested by the Controller.

Produce and provide an annual Development report.

C. Ingham County Brownfield Redevelopment Authority (ICBRA)

The Contractor will provide the following services to the ICBRA:

Manage and administer the Authority

Prepare meeting agendas, minutes, meeting notices and other materials.

Schedule and arrange for brownfield plan approval process.

Manage, administer, track, monitor and audit approved ICBRA brownfield plans and projects, except for those brownfield plans managed by the Ingham County Land Bank.

Review and approve invoices and payments per developer reimbursement agreements.

Apply for EPA or MDEQ grants as necessary.

Produce and provide annual BRA report to the State of Michigan.

Provide grant application and administration services as required.

Manage the BRA's revolving fund.

D. Ingham County Economic Development Corporation (ICEDC)

The Contractor will provide the following services to the Ingham County Economic Development Corporation:

Manage and administer the ICEDC.

Prepare meeting agendas, minutes, meeting notices and other materials.

Manage and administer ICEDC Tax Increment Finance "(TIF)" Development Plan.

Assist with Community Development Block Grant "(CDBG)" grant applications and grant administration as necessary.

E. Other Services

The Contractor will also provide the following services:

Provide an ombudsman and single point of contact for all County Economic Development inquiries.

Provide Economic Development Ombudsman services to County Businesses.

Work closely with the Ingham County Land Bank as directed by the County Controller.

Participate in Regional Economic Development efforts and initiatives.

Other services reasonably related to this Contract's scope that are not mentioned above and are described in a separate writing signed by the County and the Contractor.

2. Time of Performance

The time of the performance under this Contract shall be from January 1, 2018 to December 31, 2018. This Contract will automatically be renewed on January 1, 2019, and again on January 1, 2020 unless one of the Parties notifies the other in writing of their intent to either not renew, or renew with changes, no less than sixty (60) days prior to the next automatic renewal date. If one of the Parties notifies the other of their intent to renew with changes, the other party may accept such changes, the Parties may negotiate other changes, or the other party may reject the proposed changes and this Contract shall terminate. Unless otherwise terminated pursuant to the terms of this Contract, the Contractor shall continue to perform services and activities until the Contract expires.

3. Compensation and Method of Payment for Contract Services

- A. As compensation for the Contractor's satisfactory performance under and completion of this Contract, the County shall pay the Contractor the amount of \$115,636 each calendar year of the Contract term and renewal thereof. Additionally, the county pledges in its annual GF budget an annual LEAP investment of \$15,000 to support LEAP regional activities.

To be paid:

1. \$57, 818 on January 1 of each year;
2. \$57, 818 on July 1 of each year.

- B. It is expressly understood by and between the County and Contractor that except as provided in subparagraphs (C and G) below, the total annual compensation and reimbursement, if any, to be paid to the Contractor by the County pursuant to this Contract shall be \$115,636; notwithstanding the prior sentence, County retains all rights to limit payments to Contractor as this Contract permits.

- C. County agrees that all application and processing fees normally charged by the Department, ICEDC or ICBRA shall be invoiced, collected and received by the Contractor as payment for services rendered, in addition to the compensation described in subparagraph A above.
- D. The Contractor agrees to provide all physical resources (e.g., office furniture) and employees that may be required to perform under this Contract.
- E. The Contractor agrees to request payment on an invoice or as otherwise mutually agreeable between the County and the Contractor.
- F. The Contractor (or individuals it designates) will have access to all County economic development files, documents, and accounts, to carry out any tasks this Contract requires or applicable law requires; and the County will cooperate with Contractor in all commercially reasonable respects to assist Contractor to carry out all tasks this Contract or applicable law requires.
- G. If the County desires additional services on any specific project or issue that is outside the scope of this Contract, the County may hire Contractor for such services which will be described in a separate writing signed by the County and the Contractor. Such additional services will be provided for an additional agreed upon rate.

4. Continued Funding

The County makes no implied or explicit guarantee, offer or representation of future funding from the County beyond the termination of this Contract. The County further makes no implied or expressed guarantee that it will not terminate this Contract pursuant to the terms and conditions of Paragraph 7.

5. Finance Procedures

The County will continue to perform all financing procedures for the operation of the Department.

6. Contract Modifications

The County, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other Contract provision related thereto, which the Contractor is required to perform. However, those modifications are only binding if they are mutually agreed upon by the County and the Contractor and incorporated into a written amendment to this Contract after approval by the County and Contractor.

7. Failure of Performance, Notice, Cure Period, Termination of Contract
Additional Remedies

- A. The failure of the Contractor to provide any work, services, or other obligations of Contractor required by this Contract in a satisfactory and timely manner shall be a material breach of the Contract. The failure of County to provide payment or any other obligations of County required by this Contract in a timely manner shall be a material breach of this Contract.
1. In the event the County determines the work, services, or other obligations of Contractor provided pursuant to this Contract have not been performed in a timely or commercially satisfactory manner, the County Controller (or his or her designee) shall notify the Contractor and allow Contractor thirty (30) days to cure or provide a corrective action plan for any such failure to perform work or services in a commercially timely and satisfactory manner. In the event County does not make timely payment or meet its other obligations under this Contract, Contractor shall notify County Controller and allow the County thirty (30) days to cure or provide a corrective action plan for any such failure.
 2. In the event that Contractor fails to provide a corrective action plan or cure the commercially unsatisfactory or untimely work or performance after receiving notice under subparagraph (1) above, the County may take any other action permitted by law or this Contract, including but not limited to, termination of this Contract. In the event the County does not provide timely payment or provide a corrective action plan after receiving notice under subparagraph (1) above, the Contractor may take any other action permitted by law or this Contract, including but not limited to, termination of this Contract.
- B. In the event this Contract is terminated:
1. All data, documents, drawings, maps, models, photographs, reports, studies and surveys which have been or were prepared by the Contractor with County funds pursuant to the Contract, become the property of the County; and
 2. The Contractor shall receive just and equitable compensation for any work which the Contractor satisfactorily completed pursuant to this Contract before termination for which Contractor has not been paid.

- C. The County and the Contractor shall each have all other rights or remedies, either at law or equity, or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which may be asserted against the other party upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract, including the right to the non-breaching party for any recovered damages sustained by the non-breaching party as a result of any breach of this Contract by the breaching party.

8. Reports and Information

A. Financial Records and Reports:

The Contractor agrees to make and maintain all necessary records concerning any matter covered by this Contract which from time to time may be requested by the County, including adequate financial records in a form satisfactory to the County Controller. Such financial records and reports shall reflect all costs and expenses incurred in performing this agreement and records of the use of all consideration received pursuant to this agreement.

B. Equal Employment Opportunity Provisions:

The Contractor agrees that it will ensure that no person or group engaged in the conduct of official business or seeking to do business arising from this Contract is discriminated against because of race, creed, political orientation, color, national origin, marital status, sex, age, handicap, or for any cause not reasonably related to the accomplishment of a legitimate governmental purpose.

The Contractor further agrees that all subcontracts or other agreements entered into pursuant to this Contract shall obligate all subcontractors and other contracting parties to adhere to the same equal opportunity provisions noted above.

The Contractor, any subcontractors agree to provide equal employment opportunity pursuant to all state and federal laws including the Americans with Disability Act and to provide proof to the County as requested.

9. Eligible Costs of the Contractor

Under this Contract, all costs incurred and expenditures made pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules, regulations and conditions as mandated by the County.

10. Records

- A. Unless otherwise expressly authorized by the County, the Contractor shall maintain all records related to this Contract, including financial records and accounts for a period of three (3) years after receipt of final payment under this Contract.
- B. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained by the Contractor until all litigation, claims, or audit findings involving the records have been resolved.

11. Audits and Inspections

- A. Upon five (5) business days' written notice, and at any time during normal business hours and as often as the County may deem necessary to ensure property accountability for all project funds, the Contractor shall:
 - 1. Make available to the County (or its designee) all checks, payrolls, time records, invoices, Contract vouchers, orders and other data, information and material concerning any matter covered by this Contract; and
 - 2. Permit the County (or its designee) to audit, examine, excerpt, or transcribe all checks, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - 3. Allow the County (or its designee) to review such documents that are considered as backup to the operation of the Contractor, other than confidential project information or operations not related to this Contract, regardless of funding source; and
 - 4. Make available to the County documentation supporting service reports.
- B. The County is solely responsible for payment of the cost of any audit required by the County.

12. Conflict of Interest

- A. Conflict of interest is defined as: employees using position for a purpose that is or gives the appearance of being motivated by a desire for private financial gain for themselves or those with whom they have family, business, or other close personal ties. The County hereby waives any conflict of interest of Contractor and/or its employees arising from Contractor's service to the entire Tri-County region, including other

governmental and/or quasi-governmental entities, and Contractor's objective to meet the needs and wishes of businesses and prospects on behalf of the region.

- B. Contractor covenants, to the best of Contractor's knowledge, that no conflict of interest described in the first sentence of A. exists and no person having any such conflict of interest shall be employed for the purpose of performing the services and activities set forth in the Scope of Services section of the Contract or fulfilling the terms, conditions, obligations, covenants, agreements or stipulations of this Contract.
- C. The Contractor has established safeguards to prohibit conflicts of interest as defined in the first sentence of 12.A. above.

13. Assignment and Transfer of Interest: Subcontracting

The Contractor shall not assign or transfer, whether by assignment or novation, any interest in this Contract or subcontract any performance or portion thereof without written consent of the County, provided however, that claims for money due or to come due the Contractor from the County pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Contractor shall promptly notify the County of any such assignment or transfer.

To the extent the County has service contracts which will be in effect on January 1, 2018. The County hereby assigns its interest in those contracts to Contractor. Contractor shall administer the contracts, but County shall be responsible for payment on the contracts for the duration of this Contract.

14. Lobbying and Political Activities

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the County Board of Commissioners.

15. Insurance of County

County Department, ICEDC and ICBRA shall be fully responsible for all of its insurance coverage, including but not limited to Directors' and Officers' Insurance. Contractor is responsible for all insurance coverage applicable to it, including Directors' and Officers' Insurance.

16. “Save Harmless” Clause

Contractor must indemnify and hold the County (and Department, ICBRA and ICEDC) harmless for all damages and legal fees arising out of a claim a third party brings against the County that arises solely out of Contractor’s negligent or intentional misconduct.

The County (Department, ICBRA and ICEDC) must indemnify and hold Contractor harmless for all damages and legal fees arising out of a claim a third party brings against the Contractor that arises solely out of the County’s negligent or intentional misconduct. Additionally, the County (Department, ICBRA and ICEDC) shall be solely liable for any damages and legal fees relating to or arising from decisions made by those entities.

17. Civil Rights

- A. Contractor agrees that it will not discriminate as to provision of services pursuant to this agreement or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, handicap, marital status, height, weight or age. It will maintain written personnel rules, guidelines, practices, and terms and conditions of employment. The personnel rules established may be amended from time to time, as necessary. Contractor shall have in place its personnel policies with copies of any amendments made to them. A violation of this provision shall be a material breach of the Contract.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, handicap, national origin, sexual orientation or gender preference.
- C. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

19. Severability of Provisions

If any clauses, sections, provisions or parts of this Contract are held invalid or if any portion of any clause, section, provision or part of the Contract is held invalid, the remainder of this Contract shall continue to be enforceable as written. Unless otherwise specified in the Contract, all notices, duties or rights of the County shall be exercised by and through this Contract as specified herein.

20. Waiver

The failure of the County to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor the County's right of action for the breach of that term.

21. Insurance and Bonds

In addition to any other insurance and bonding requirements of this Contract, the Contractor shall maintain at least the following insurance coverage: worker's compensation and unemployment compensation that meet minimal State of Michigan statutory requirements, if required by law.

22. Disclosure of Confidential Material

All reports, data, information, statements, forecasts, records, and so forth, assembled, constructed or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of "public, client and medical, or other records" subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

“Contractor”

Lansing Economic Area Partnership, Inc.

Witness:

BY: _____

Robert L. Trezise, Jr. President & CEO

Date: _____

“County”

(including ICDOD, ICBRA, and ICEDC)

Witness:

County of Ingham, State of Michigan

BY: _____

Sara Anthony, Board of Commissioners
Chair

Date: _____