

**SERVICE AGREEMENT WITH ECONOMIC DEVELOPMENT  
COUNCIL OF LIVINGSTON COUNTY**

**THIS AGREEMENT**, made and entered into this 19<sup>th</sup> day of February, 2018 between the Village of Fowlerville, a Michigan Municipal Corporation, having its offices at 213 S Grand Ave, Fowlerville, Michigan hereinafter referred to as the "Village", and the ECONOMIC DEVELOPMENT COUNCIL OF LIVINGSTON COUNTY, a Michigan non-profit corporation, having its registered office at 218 East Grand River Avenue, Brighton, Michigan, hereinafter referred to as the "EDC."

**WHEREAS**, in the current economic climate skilled worker shortages and static tax bases are problems which are faced by many counties in Michigan; and

**WHEREAS**, a coordinated effort on the part of citizens and institutions in Livingston County is desirable in order to solve the above problems and create employment, industrial expansion and to promote the economic well-being and development of Livingston County and of the Village of Fowlerville; and

**WHEREAS**, the EDC has been formed for the purpose of developing jobs and promoting the economic development of Livingston County through the cooperation and participation of interested private and public organizations in the Village and the County; and

**WHEREAS**, a coordinated approach to the development of employment and the promotion of economic development for Livingston County will aid the Village of Fowlerville in its own economic development;

**NOW, THEREFORE**, for considerations recited herein, the parties agree as follows:

1. The EDC shall act as Village's non-exclusive agent with respect to economic development projects in and for the for purposes of promoting both the retention and economic expansion of local business and employment currently located within the Village as well as establishing new businesses and employment within the Village of Fowlerville. The EDC will renew its contract services agreement with Ann Arbor SPARK to provide business retention, expansion and attraction services for three years beginning January 1, 2018.

2. The EDC will review Village development policies, procedures and zoning ordinances and offer recommendations to the Village to enhance R & D or industrial development of the type and nature sought by the Village Board and conveyed to the EDC by the Village representative.
3. The EDC will prepare focused marketing material to highlight the key demographics and attributes of the Village that will be used to introduce the Village to EDC's targets and contacts.
4. The EDC will apply their extensive experience and knowledge of incentives and their practical applications and work with Village staff to craft development of programs and recommendations that will benefit both private and public sectors for the encouragement of new investment. EDC will also assist the Village with any agreements relating to the private and public sector investment.
5. The EDC will visit existing companies to identify their needs and ensure their retention. In addition, the EDC will consult with Village staff and/or designated officials to identify attraction targets that will meet the long term needs of the Township as identified.
6. The EDC will actively recruit targets supported by all available resources. Recruitment efforts will be through personal contact, mail, email, economic development events, and industry contacts continually throughout the term of this contract.
7. When it becomes apparent a relocation in the Village is imminent, EDC agrees that it will coordinate, facilitate and mediate meetings with the Township and the potential target in order to expedite the closing of the transaction.
8. The EDC will provide quarterly updates to the Village detailing the economic development services provided each quarter. Quarterly reports will identify all companies visited and report on the EDC's progress toward set goals and potential targets. In addition, these reports will provide partners with updated data and demographics.
9. Amendments to the Scope of Services may be made as necessary, provided that such amendments are agreed to in writing by both parties.
10. Village of Fowlerville agrees to pay to the EDC an amount not to exceed \$2,500 in 2018, \$2,500 in 2019, and \$2,500 in 2020; on or before April 15<sup>th</sup> of each year, for services furnished under this Agreement to be rendered for the calendar year to the Village by the EDC which shall specifically report, with documentation, whatever services have been performed and whatever expenses have been incurred on behalf of the Village by the EDC for economic development in and for the Village in accord with the terms of this agreement.

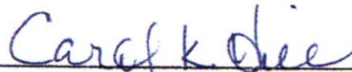


11. The EDC agrees to keep books, records and accounts which will accurately reflect and document the disposition of all funds coming into and disbursed by the EDC as a result of this Agreement, to make the same available for inspection by the Village of Fowlerville during normal business hours.
12. The EDC agrees to hold the Village of Fowlerville harmless from any and all liability which might result from its activities, and the EDC further agrees to carry such liability insurance naming the Village of Fowlerville as additional insured, as the Village of Fowlerville shall deem necessary to insure protection of the Village of Fowlerville from any and all liability.
13. Within ninety (90) days after the end of the EDC's fiscal year the EDC shall submit to the Village of Fowlerville a final written statement for all work and services performed under this Agreement. All data and work product related to the activities of the EDC and utilized or developed in performance of work in and for the Village of Fowlerville shall become the property of the Village of Fowlerville upon termination of this Agreement.
14. Both parties agree that this Agreement is subject to all applicable ordinances, resolutions and rules of the Village of Fowlerville, Livingston County, and the State of Michigan.
15. Village of Fowlerville shall have the right to review any and all documents or reports as outlined above that are required to be submitted by EDC or its agents. If, at the end of the second year of this Agreement, the Village in its sole discretion determines the said documents and records have not been submitted to their satisfaction, or if EDC otherwise fails to produce the said documents and records, the Village may, at its option, terminate this Agreement.

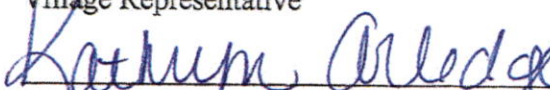
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**WITNESSES:**

**Village of Fowlerville**

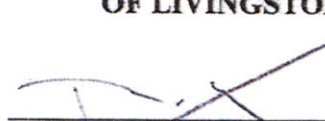


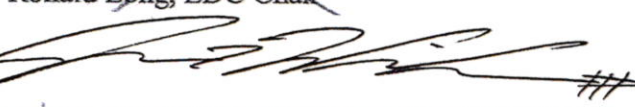
Village Representative



Kathryn Arledge, Village of Fowlerville Clerk

**ECONOMIC DEVELOPMENT COUNCIL  
OF LIVINGSTON COUNTY**

  
Ronald Long, EDC Chair

  
James Wickman, EDC Vice-President