

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this 23 day of May, 2016 by and between the CITY of SAGINAW, Michigan (hereinafter called "City"), and Saginaw Future Inc. (hereinafter called "SFI") presently of 515 N. Washington, Saginaw, Michigan 48607.

WITNESSETH:

WHEREAS, The City desires to contract with SFI for provision of certain services involving economic job creation and general development activities to benefit the City of Saginaw 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 City desires that SFI provide the services set forth in the attached Exhibit A entitled "Scope of Services" for a stated amount per year over a three year period; and

WHEREAS, certain services contracted by the City pursuant to this Agreement are a proper concern of the City and are paid for in part or whole by City general funds and are services that the City 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 City funds shall:

- A. Conduct activities aimed at stimulating economic growth and job creation/retention in the City of Saginaw. 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 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.

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this 23 day of May, 2016 by and between the CITY of SAGINAW, Michigan (hereinafter called "City"), and Saginaw Future Inc. (hereinafter called "SFI") presently of 515 N. Washington, Saginaw, Michigan 48607.

WITNESSETH:

WHEREAS, The City desires to contract with SFI for provision of certain services involving economic job creation and general development activities to benefit the City of Saginaw 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 City desires that SFI provide the services set forth in the attached Exhibit A entitled "Scope of Services" for a stated amount per year over a three year period; and

WHEREAS, certain services contracted by the City pursuant to this Agreement are a proper concern of the City and are paid for in part or whole by City general funds and are services that the City 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 City funds shall:

- A. Conduct activities aimed at stimulating economic growth and job creation/retention in the City of Saginaw. 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 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 AND TERMINATION OF AGREEMENT

SFI shall commence performance of the services and obligations required of it hereunder on the 1st of January 2016 and shall continue said services through the 31st of December 2020. 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.

Breaches of any clauses and covenants of this Agreement by SFI, including failure to deliver the services in a prompt and professional manner shall constitute a default. In case of default, the City may give SFI written notice of such default and upon receipt of such notice SFI shall take remedial actions it deems necessary to cure the default.

If the default has not been cured within thirty (30) days of the receipt of the written notice to SFI, then the City has the right to terminate this Agreement. The City will notify SFI in writing of such termination and the termination shall take effect upon SFI's receipt of such notice.

While SFI is in default but at the latest when the termination of this Agreement becomes effective, the City and SFI shall enter into negotiations in good faith to agree upon a mutually acceptable resolution of the breach(es) of this Agreement and a reinstatement of this Agreement.

If the default cannot be cured then SFI shall return to the City all monies paid hereunder, less the funds required to discharge all authorized debts or other obligations or services incurred under this Agreement or any continued provision of service as otherwise provided herein. It is expressly understood and agreed by SFI that in the event of a breach of this Agreement and its termination by the City, the City in addition to the recovery of funds provided hereunder, reserves the right to seek any other remedies available at law and/or in equity.

Notwithstanding any of the foregoing, either party may terminate this Agreement for convenience upon one hundred and twenty (120) days' written notice to the other.

Upon giving or receiving a notice of termination, both parties will make all reasonable efforts to end expenditures under this Agreement. SFI, upon appropriate billing and documentation, will be reimbursed by the City for all expenditures and non-cancelable commitments incurred by SFI and not otherwise covered by advance monies provided by the City pursuant to this Agreement. Any unexpended or unencumbered funds will be returned to the City by SFI.

In case of termination of this Agreement, SFI shall turn over to the City all work in progress related to City ED prospects or projects, including but not limited to files, letters, memorandums, etc. and shall cooperate with and assist the City or its agents to minimize any interruption of the work in progress.

ARTICLE 4
COMPENSATION

It is expressly understood and agreed that in no event will the total compensation under this Agreement exceed the sum of \$102,500 per year for 2016 through 2020 subject to and limited by the annual appropriation of the City Council in their annual budget process. Payments under this contract shall constitute a current expense of the City and shall not in any way be construed as a debt or obligation. Quarterly payments in an amount not to exceed \$25,625 per quarter shall be made by the City to SFI within thirty (30) days after invoicing by SFI.

SFI shall reimburse the City as cost for any services, which may be purchased through the City by SFI. Said payments shall be made on or before the thirty (30) days after invoicing.

In the event that the expenditures in this Agreement or any portion thereof are found to be unauthorized by either the laws of the State or Federal government, an opinion issued by the Michigan Attorney General, a Michigan Court Decision, or otherwise in any audit of the City, SFI shall reimburse the City for all such funds found to be unauthorized.

ARTICLE 5
FEES, CHARGES OR CONTRIBUTIONS

SFI may charge appropriate fees and accept contributions as the SFI Board of Directors determines are reasonable and beneficial to SFI.

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
TITLE AND/OR OWNERSHIP OF EQUIPMENT PURCHASED WITH AGREEMENT FUNDS

Any and all equipment purchased solely by funds authorized by this Agreement, the cost of any single item, of which exceeds FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), shall be and remain the property of the City for so long as the fair market value exceeds \$500.00 or greater.

ARTICLE 8
BUDGET, EXPENDITURES AND RECEIPT REPORTS

SFI shall prepare and submit to the City annual budget and quarterly financial statements. All records and documentation of expenditure pursuant to this Agreement shall be made available for inspection by authorized representatives of the City.

Within twenty (20) days after the end of each full calendar quarter of the term of this Agreement, SFI shall provide written reports to the City. Such written reports shall cover both operations activities and financial activities and status. SFI shall have an annual certified audit completed as rapidly as possible at the end of each fiscal year of operation and a copy shall be supplied to the City. The City may request further reports as directed by the City Council and/or City Manager.

ARTICLE 9
ACCESS TO BOOKS, DOCUMENTS, PAPER AND RECORDS

All financial books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of SFI pursuant to this Agreement shall be open to inspection during regularly scheduled working hours by the City through the City Manager or designee. Refusal to allow the City or its representatives access to said records shall constitute a material

breach of this Agreement and grounds for termination. In addition, the City Manager or designee shall be entitled to conduct quarterly and/or annual audits of all books and records pertaining to the program.

ARTICLE 10
MAINTENANCE OF RECORDS

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 a final audit has been performed by the City or its designee, whichever occurs first.

ARTICLE 11
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 Persons with Disabilities 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 12
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 City. SFI's employees, servants and agents shall not be entitled to any fringe benefits of the City such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. 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 and shall provide the City with proof of said coverage, if requested.

ARTICLE 13
INDEMNIFICATION AND HOLD HARMLESS

SFI shall, at its own expense, protect, defend, indemnify and save harmless the City, 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. SFI's responsibilities to the City as set forth in this section shall remain without regard to insurance coverage obtained by SFI pursuant to the requirements of this Agreement.

ARTICLE 14
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. The general liability policy shall be furnished by a financially responsible company, satisfactory to the City, which is an "Admitted Carrier" in the State of Michigan, or is on the "Non-Admitted Approved List" for the State of Michigan. The City shall be named as "Additional Insured" on the policy.

In the event SFI's insurance coverage required under this Agreement is at any time reduced to an amount of coverage less than that required by this section or terminated during the duration of the Agreement, SFI and its insurer shall provide the City with at least thirty (30) days prior written notification of such reduction or termination.

ARTICLE 15
WAIVERS

No failure or delay on the part of the City 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 future exercise of any other right, power or privilege.

ARTICLE 16
MODIFICATIONS, AMENDMENTS OR WAIVERS OF PROVISIONS OF THE AGREEMENT

All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto provided however, that both SFI and City 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 17
ASSIGNMENT OR SUBCONTRACTING

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

ARTICLE 18
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.

ARTICLE 19
COMPLETENESS OF THE AGREEMENT

This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contain all 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.

ARTICLE 20
NON-BENEFICIARY CONTRACT

This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

ARTICLE 21
CONFLICT OF INTEREST

It is contemplated that SFI will conclude similar Agreements with other governmental units and private entities. SFI agrees that it will provide its services on an impartial basis and that SFI will apply the City's payment to projects that benefit the City.

ARTICLE 22
ENTIRE AGREEMENT

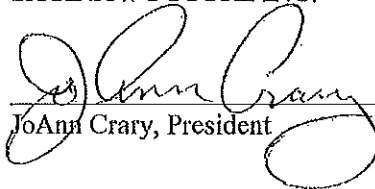
This Agreement shall constitute the entire Agreement of the parties with respect to the subject matter and shall supersede all prior oral or written Agreements in regard thereto.

ARTICLE 23
CERTIFICATION

The persons signing on behalf of SFI certify by said signature that they are duly authorized to sign this Agreement on behalf of SFI and that this Agreement has been authorized by said SFI.

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

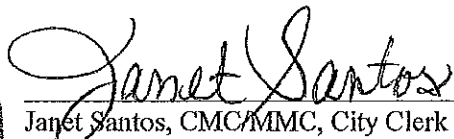
SAGINAW FUTURE INC.


JoAnn Cray, President

CITY OF SAGINAW

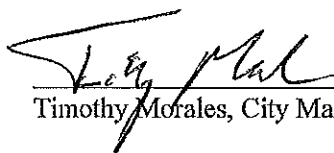

Dennis D. Browning, Mayor

Attest:


Janet Santos, CMC/MMC, City Clerk



Approved as to Substance:


Timothy Morales, City Manager

Approved as to Form:

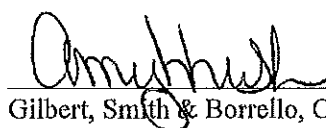

Gilbert, Smith & Borrello, City Attorney

EXHIBIT A
SCOPE OF SERVICES

SAGINAW FUTURE INC. (SFI) SHALL:

1. Promote and strengthen the jobs and investment of employers who are currently in the City of Saginaw, 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 the City of Saginaw ensuring a diversity of components in the economic base.

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

1. Making corporate watch calls on manufacturers located in the City of Saginaw:
 - 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 corporate watch calls on the largest manufacturers and private employers that have corporate headquarters outside of Saginaw City in an attempt to impact decision-makers.
3. Calling on the fastest growing smaller manufacturers and provide 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 contract and subcontracting opportunities and exporting.

SAGINAW FUTURE INC. WILL HELP RECRUIT NEW CORPORATE CITIZENS BY:

1. Creating and implementing a marketing plan which:
 - A. Through research, identifies specific industries or companies, which would benefit from locating operations in the City of Saginaw.
 - B. Develops a specific strategy for direct marketing to target companies or industries including a site/building database.

- C. Provides repetitive marketing, responses to RFP's, familiarization tours and hosting site consultants in support of the targeted marketing.
2. Establishing an action system to 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 the City of Saginaw regarding actions they might take to enhance their attractiveness to business.
6. Provide technical assistance to the City of Saginaw, including such areas as marketing, site tours, grant writing and coordinating the location of new industry.

SAGINAW FUTURE WILL PROVIDE INDUSTRIAL DEVELOPMENT LOCATION OPPORTUNITIES BY:

1. Working with the City to identify targeted sites for development and redevelopment.
2. Participating in the www.MIGREATLAKESBAYSITES.com website, giving the City of Saginaw sites and buildings exposure on a global level.
3. Participating in planning activities to improve those items related to economic development and specifically land, labor and capital issues.
4. Pursuing information on new State and Federal programs that would improve economic development in the City of Saginaw.
5. Provide special assistance such as pursuing funds for priority projects as directed by the City Manager.

The City Manager may also request specific project assistance which is consistent with the SFI mission, but outside the scope of this Agreement. SFI and the City Manager may enter into individual Agreements for such services, which may include such projects as the Downtown Development Authority, grant administration or other special projects.