

SERVICE CONTRACT BETWEEN THE ALLIANCE FOR ECONOMIC SUCCESS AND THE COUNTY OF BENZIE

1. This contract dated March 22, 2016 is by and among the ALLIANCE FOR ECONOMIC SUCCESS (AES), 395 Third Street, Manistee, Michigan 49660, and the COUNTY OF Benzie, 448 Court Place, Beulah, MI 49617 (referred to as "Governmental Unit"), and is made with reference to the following facts and circumstances:
 - A. The Governmental Unit is authorized by Michigan Law to undertake economic and community development activities; and
 - B. The Alliance for Economic Success is a 501 C3 independent private non-profit corporation that was created to provide economic and community development services to the Governmental Units, nonprofit organizations, businesses and other organizations.

2. In consideration of the mutual covenants and agreements contained in this contract, it is agreed as follows:
 - A. General Agreement: The Governmental Unit hereby contracts with the Alliance for Economic Success to provide economic and community development services, including, but not limited to projects, programs and services related to industrial, commercial, retail, financial, tourism and agriculture and other developments that support economic wellbeing. The Governmental Unit may utilize the services of other economic development firms. The Alliance for Economic Success shall assist these economic development firms as directed by the Governmental Unit.
 - B. Payment for Services: In payment of the economic development services to be provided pursuant to this contract, the Governmental Unit shall pay the amounts as follows:

DATE	COUNTY OBLIGATION
3/22/16 - 3/21/17	\$20,000
3/22/17 - 3/21/18	TBD
3/22/18 - 3/21/19	TBD

Amounts due to the Alliance for Economic Success from the Governmental Unit pursuant to this contract shall be due quarterly on the first day of January, April, July and October of each year.

C. Additional Service Payment Process: From time to time the Governmental Unit may request special initiatives or projects that are beyond the organizational capacity of the AES, which may require additional financial resources beyond the annual payment.

When these requests are made by the Governmental Unit, the AES will notify the Governmental Unit that the request is beyond the organizational capacity of the AES and will provide a proposal to provide the additional work. All proposals for additional service payments beyond the annual payment for services will require approval by the Benzie County Commissioners.

3. Term: This contract shall have a three (3) year term from March 22, 2016 through March 21, 2019. This contract may be renewed by mutual written agreement of all parties for an additional term or terms, the duration of which shall be specified in such agreement. The scopes of work for the contract will be annually revised and based primarily upon the strategic plans of the County and the City.
4. Termination: The mutual obligations of both the Governmental Unit and the AES shall continue for a period of 60 days following the giving of the termination notice.
5. Independent Contractor: In the performance of the services to be provided pursuant to this contract, it is mutually agreed that the Alliance for Economic Success shall be and at all times is acting and performing as an independent contractor.
6. Effective Date: This contract shall be effective on March 22, 2016 through March 21, 2019, subject to rights being exercised by any party under the termination clause under this agreement.
7. Entire Agreement: This contract represents the entire agreement of the parties. All prior agreements or understandings between the parties are merged in this agreement. It is contemplated that this contract will be executed in multiple counterparts, all of which together shall be one contract. The captions in this contract are for convenience only, and shall not be considered as part of this contract in any way to amplify or modify the terms and provisions hereof.
8. Non-Assignability: This contract and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
9. Notices: All notices and other documents to be served or transmitted under this agreement shall be in writing and delivered to the parties at the following addresses:

AES Executive Committee: 395 Third Street, Manistee, Michigan 49660
Benzie County: 448 Court Place, Beulah, MI 49617

Such notices sent to Benzie County shall be sent "to the attention of the County Administrator". Such notices or documents may be served or transmitted in person

or by ordinary mail properly addressed with sufficient postage.

10. Non-Waiver: The waiver by any party hereto of a breach or violation of this agreement shall not constitute a waiver of any subsequent breach or violation of the same provision or any other provision of this contract.
11. Survivability: This contract has been executed in the State of Michigan and shall be governed by Michigan Law. If any provision of this agreement shall be declared to be invalid as a matter of law, the remaining provisions of this agreement will remain in full force and effect.
12. Reporting: Benzie County will have a representative on the Alliance for Economic Success (AES) Board of Directors. AES will hold regularly scheduled board meetings in accordance with its Bylaws and policies. Information, i.e. Activity Reports, Minutes, Committee Reports, and other pieces of information reported at the AES monthly board meetings may be shared by the Benzie County representative with other Governmental Unit board members. The Governmental Unit shall receive an annual compiled financial statement within six months of the end of each fiscal year. Twice each year the Alliance for Economic Success shall make formal presentations to the Governmental Unit on a pre-established date and time set by the Governmental Unit regarding the previous six (6) months specific economic development activities and plans for the future.
13. Economic Development Activity Reporting: One or more AES Director(s) will meet monthly with the Benzie County Administrator. Where it is determined in these monthly meetings that sharing of economic development opportunity information will be helpful, the Benzie County Administrator can share information with other governmental representatives.
14. Evaluation: The performance of economic development services provided under this contract shall be based upon the goals set by Benzie County annually and attached to this agreement. At the conclusion of each fiscal year, each Governmental Unit will participate in the evaluation of the AES in accord with annual evaluation provisions in the AES by-laws.
15. Scope of Work: Attached to this contract and incorporated by reference thereof, is the initial scope of work for the Benzie County. The AES shall perform functions involving the following missions of the AES: business and job development; community development; and resource development. Specifically the scope of work will consider and focus on the following documents to provide guidance on program and service priorities:
 - A. Benzie County Economic Development Action Plan March 1, 2015
 - B. Benzie County Planning Commission Master Plan Summer/Fall 2016 as well as master plans, recreation plans and other strategic plans in Benzie County.
 - C. Future documents that will be mutually agreed upon by the AES and Benzie County, which at a minimum will include a new Benzie County Strategic Plan facilitated by the AES.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT.

Dated: April 26, 2016

Signed in the Presence of:

Susan Hornkoll

Dated: _____, 2015

Signed in the Presence of:

Tammy Bowers 3/24/16

Tammy Bowers 3/24/16

Alliance for Economic Success

Beth McCarthy
By: Beth McCarthy, Board Chair

By: _____

County of Benzie, Michigan

Roger Griner

By: Roger Griner, Chairman
Benzie County Board of Commissioners

Dawn Olney
By: Dawn Olney, Benzie County Clerk