

EM SUBMISSION NO.: EMA4292015

PRESENTED: 4-29-15

ADOPTED: 4-29-15

BY THE EMERGENCY MANAGER:

**RESOLUTION APPROVING AN ADDENDUM AND CONSULTING SERVICES
AGREEMENT BETWEEN THE CITY OF FLINT
AND THE FLINT & GENESEE CHAMBER OF COMMERCE**

To enable expanded economic development services by the Flint & Genesee Chamber of Commerce for the City of Flint, the City wishes to enter into an Addendum and Consulting Services Agreement with the Flint & Genesee Chamber of Commerce; and

Economic development efforts will focus on the delivery of efficient, responsive, pro-active business services in order to retain, expand and attract Flint "exporter" firms in manufacturing, professional services, software development, alternative energy, colleges/universities, hospitals, and warehousing/distribution; and

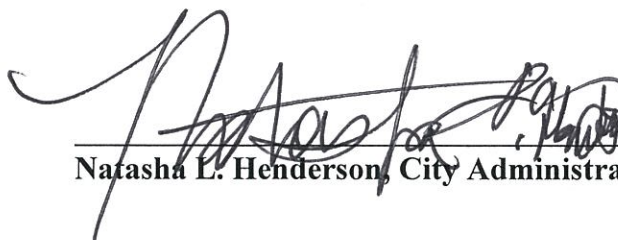
The Agreement shall become effective June 1, 2015 and expire June 30, 2020, pursuant to the mutually agreed upon covenants contained within the attached Addendum and Agreement.

IT IS RESOLVED that the Emergency Manager approves the attached Addendum and Consulting Services Agreement between the City of Flint and the Flint & Genesee Chamber of Commerce, which shall become effective June 1, 2015 and expire June 30, 2020, pursuant to the mutually agreed upon covenants contained within the Addendum and Agreement.

APPROVED AS TO FORM:



Peter M. Bade, City Attorney



Natasha L. Henderson, City Administrator

EM DISPOSITION:

ENACT

FAIL _____

DATED 4-29-15



Gerald Ambrose, Emergency Manager

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made between The City of Flint (“Client”), with a principal place of business at 1101 S. Saginaw Street, Flint, MI, and Flint & Genesee Chamber of Commerce (“Vendor”), with its principal place of business at 519 S. Saginaw Street, Suite 200, Flint, Michigan.

1. **Term of Agreement.** This Agreement will become effective June 1, 2015, expiring June 30, 2020. This Agreement may be extended or renewed by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time in which the Vendor renders services for the Client.

2. **Terminating the Agreement.** In the event either party wishes to terminate this Agreement, it may be terminated only for default in the terms of the Agreement by either party to this Agreement. In the event either party is in default of any terms or conditions of this Agreement, the non-defaulting party shall provide written notice specifying in sufficient detail to explain to the other party, the claimed default. The defaulting party shall then have ten (10) days to cure said default. If, in the opinion of the non-defaulting party, the defaulting party has not cured such default within said ten (10) day period, the non-defaulting party may send an additional written notice to the defaulting party indicating the reason it believes such default has not been cured and that this Agreement is terminated in 90 days from the date of notification. Termination by Client shall not relieve Client of the obligation of paying Vendor for services rendered prior to the time of termination.

3. **Services to be Performed.** Vendor agrees to provide to Client, in general terms, assistance among the areas described below.

Economic Development Services including

- **Coordination of Business Development Projects**
- **Outreach for Business Retention/Expansion and Attraction**

In addition to the services described above, Vendor agrees to provide to Client specific services described on the addendum hereto.

4. **Payment.** As Consideration for the services to be performed by Vendor, Client agrees to pay Vendor in accordance with the terms set forth on the addendum attached hereto. Such payments by Client to Vendor will cover all expenses incurred by Vendor pursuant to this Agreement, unless otherwise specified in the addendum, including, but not limited to automobile and other travel expense within the local geographic area of the assignment, travel time, meals, entertainment, telephone and cell phone expense, license fees, memberships and dues, insurance premiums, all salary and other compensation paid to employees or other contract personnel Vendor hires to complete work under this Agreement and other related costs for exercising Vendor’s duties. In the event travel outside of the local geographic area is requested by Client, Vendor will honor such request provided Client

agrees, in advance, to pay the direct costs incurred by Vendor as a result of such travel.

5. **Terms of Payment.** Vendor shall invoice Client on a periodic basis as set forth in the addendum hereto, for services rendered and Client agrees to pay Vendor promptly pursuant to the terms set forth in the attached addendum.
6. **Special Projects and Expenses.** Special projects, outside specified services to be performed must be approved in advance, in writing, by both Client and Vendor.
7. **Materials.** Vendor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.
8. **Independent Contractor Status.** The parties agree that Vendor is an independent contractor, and that neither the Vendor nor the Vendor's employees or contract personnel are, or shall be deemed, employees of Client. In its capacity as an independent contractor, Vendor agrees to and represents the following:
 - Vendor has the right and does fully intend to perform consulting or other services for third parties during the term of this Agreement.
 - Vendor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
 - Vendor has the right to perform the services required by this Agreement at any place or location and at such times as Vendor may determine.
 - Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this agreement.
 - The services required by this Agreement shall be performed by Vendor, or Vendor's employees or contract personnel and Client shall not hire, supervise or pay any assistants to assist Vendor.
 - Neither Vendor or Vendor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by the Agreement.
 - Neither Vendor or Vendor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement; provided, however, Vendor shall devote such time to the Services as is necessary to perform them in a competent, thorough and professional manner
 - Vendor does not receive the majority of its annual compensation from Client.

The parties acknowledge and agree that Client is entering into this Agreement relying upon the representations made by the Vendor relative to its independent contractor status.

9. **Permits and Licenses.** Vendor declares (and covenants) that Vendor has complied (and, during the term of this Agreement, shall comply) with all federal, state, and local laws, requiring business permits, certificates and licenses required to carry out the Services.

10. **State and Federal Taxes.** Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Vendor's payments or make FICA payments on Vendor's behalf,
- Make state or federal unemployment compensation contributions on Vendor's behalf, or withhold state or federal income tax from the Service Fees.
- Vendor shall pay all taxes incurred while performing services under this Agreement, including applicable income taxes and any applicable FICA taxes.

11. **Fringe Benefits.** Vendor understands that neither Vendor nor Vendor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

12. **Worker's Compensation.** Client shall not obtain worker's compensation insurance on behalf of Vendor or Vendor's employees. If Vendor hires employees to perform any work under this Agreement, Vendor will cover them with worker's compensation insurance and provide Client with a certificate of worker's compensation insurance before the employees begin the work.

13. **Unemployment Compensation.** Client shall not make state or federal unemployment compensation payments on behalf of Vendor or Vendor's employees or contract personnel.

14. **Entire Agreement.** This is the entire Agreement between Vendor and Client.

15. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

16. **Limit on Liability.** Client understands and agrees Vendor is providing, directly or through sub-contractor, consulting services. Implementation by Client of any recommendations made by Vendor pursuant to the terms of this Agreement, is at the sole discretion of Client and at the sole cost and expense of Client. Client understands and agrees that the liability of Vendor for any acts performed by Vendor, or its sub-contractors, pursuant to the terms of this Agreement shall not exceed the total amount paid by Client to Vendor, at any time, pursuant to the terms of this Agreement.

17. **Dispute Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that Client violated any state or federal statutes, common law doctrine, or committed any tort with respect to Vendor shall, upon request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to Arbitrate shall be specifically enforceable under the prevailing arbitration law. Notices of demand for arbitration shall be filed, in writing, with the other party to this Agreement and with American Arbitration Association. The demand for arbitration shall be made within a

reasonable time after the claim, dispute or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable Michigan Statute of Limitations. Cost of arbitration shall be allocated by the arbitrator; provided, that each party shall pay for and bear the cost of his own experts, evidence and attorney's fees. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

18. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

19. **Notices.** All notices or communications required or permitted to be given to a party to this Agreement, shall be in writing and shall be personally delivered; sent by registered or certified mail, postage prepaid, return receipt requested; or sent by an overnight express courier service that provides written confirmation of delivery, to Client at 1101 S. Saginaw Street, Flint, MI 48502 and to Vendor at 519 S. Saginaw St., Suite 200, Flint, MI 48502. Each such notice or other communication shall be deemed given, delivered, and received upon actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the United States Postal Service's return receipt. Any party to this Agreement may give a notice of change of its address to the other party to this Agreement.

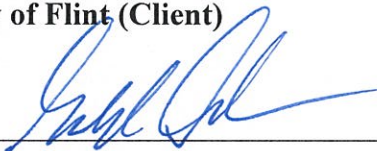
Signatures:

Flint & Genesee Chamber of Commerce (Vendor)

By: _____
Timothy W. Herman
CEO

Date: _____


City of Flint (Client)

By:  _____

Date: 4-29-15

Rev. 4/28/15;jlk

APPROVED AS TO FORM:



Peter M. Bade, City Attorney

Flint & Genesee Chamber of Commerce City of Flint Addendum: 2015 – 2020

Scope of Services

Vendor: Flint & Genesee Chamber of Commerce (FGCC)

Client: City of Flint

This agreement provides for expanded economic development services by the Flint & Genesee Chamber of Commerce for the City of Flint, Michigan. These economic development efforts will focus on the delivery of efficient, responsive, pro-active business services in order to retain, expand and attract Flint “exporter” firms in manufacturing, professional services, software development, alternative energy, colleges/universities, hospitals, and warehousing/ distribution.

Assignment – Vendor

New Functions: Vendor will report directly and solely to Flint City Administrator Natasha Henderson to provide Client the following new services to support economic development efforts:

- Vice President of Economic Development and other FGCC staff will undertake the following:
 - Conduct outreach directly to target companies and at area business events;
 - Be familiar with assets and strengths of Flint and promote them appropriately;
 - Support City of Flint initiatives that enhance business development opportunities;
 - Maintain strong working relationships with City of Flint staff and officials involved in business development functions;
 - Assist City staff with economic development content for City communications including the quarterly Strategic Plan Update;
 - Collaborate closely with other FGCC staff and partner organizations;
 - Undertake professional development that contributes to ongoing performance and advancement.
- Provide direct business assistance including project intake, review and evaluation, technical assistance, and referral
 - Meet with economic base firms and prospective businesses to determine project objectives and need for assistance
 - Serve as project manager to coordinate City support as well as work with City staff to address areas of concern that may impact a company’s ability to be retained or expanded
 - Coordinate business support and collaborate with City staff for business assistance including site plan, finance, infrastructure, incentive packaging, marketing, workforce training, hiring, demographics, and site location, linking to various City departments responsible for these processes
 - Connect City businesses and developers to other public and private assistance partners for business planning, incentives, and other services
- Advise the City of Flint regarding ways to enhance their attractiveness to business
- Provide technical assistance to the City of Flint for promotion and redevelopment of major sites and listed commercial/industrial properties including marketing, site tours, packaging, grant writing and coordinating location of new business at the sites
- Work with City staff and department heads to deliver project assistance
- Provide a monthly report of activity to the City Administrator by the 10th of the following month
- Conduct monthly meetings with the City Administrator to discuss project needs and overall activity including opportunities for process improvement

Leverage existing economic development activities of the Chamber:

- Respond to business development opportunities identified through business retention calls on manufacturing and exportable service (economic base) firms in Flint & Genesee
 - Ascertain the trends in company plans and provide expansion or problem solving assistance
 - Ensure outreach to 1) the largest firms that have corporate headquarters outside of Flint to positively impact decision-makers; 2) the fastest growing smaller firms and provide support necessary for continued growth
 - Document the business feedback and suggestions for improving the local business climate;
 - Increase business awareness of services available
- Respond to business development opportunities identified through attraction marketing
 - Identify and target specific industries or companies that would benefit from locating operations in Flint & Genesee
 - Continue to implement strategies for direct marketing to site consultants and target companies/industries
 - Communicate messaging/PR in support of the targeted marketing
 - Respond promptly and conduct pro-active follow-up to inquiries and prospects
 - Identify and promote specific sites for the location of new businesses that meet their needs in zoning, infrastructure, environmental concerns, utilities, and transportation
 - Provide technical expertise in such areas as real estate, financial packaging, training, labor market data, available incentives, and applicable Federal and State programs

Assignment – Client

Client commits to support this partnership by doing the following:

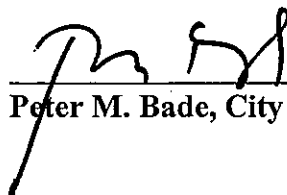
- Inform key staff of Vendor's role and encourage their full cooperation
- Partner to communicate opportunities and successes
- Partner to host informational events for area businesses and residents
- Act in a timely manner to address issues that may be found to limit economic development success
- Align City business funds and resources to achieve economic development success
- Collaborate to update process/procedures and materials as needed
- Collaborate to pursue new funds and resources to support economic development success

Vendor will invoice Client quarterly in the amount of \$18,625, a total of \$74,500 per year. This is a five-year agreement and may be renewed for another five-year period if mutually agreed upon by both partner organizations. Either party may terminate this agreement with a minimum of 90 days written notice.

Payment terms: net 30 days.

04/27/15;jlk

APPROVED AS TO FORM:



Peter M. Bade, City Attorney