

# Services Agreement

between

The County of Alpena and Target Alpena Development Corporation

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **County of Alpena**, whose address is 720 W. Chisholm Ave, Suite 7, Alpena, MI 49707 (hereinafter called the "County"), and **Target Alpena Development Corporation**, a Michigan Non-Profit Corporation, whose address is 235 W. Chisholm Street, Alpena, MI 49707 (hereinafter called "Target Alpena") provides for the provision of funding by the County in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

## I. RECITALS

- A. The County of Alpena has approved funding in its 2024 fiscal year in the amount of \$15,000 to Target Alpena. Subsequent funding by the County will be dependent on Target Alpena's performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future County budgets.
- B. Target Alpena, in return for the funding provided by the County, agrees to provide services to the County in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the County to Target Alpena shall be used only for the purposes set forth in this Agreement and general administrative functions of Target Alpena necessary for it to operate and perform the specific activities included in the Scope of Services.

## II. TERM OF AGREEMENT

This agreement shall commence on **May 1, 2023** and expire on **December 31, 2023**.

## III. CONTRACTUAL ACTIVITIES

Target Alpena shall perform those services and activities specified in the attached Scope of Services.

## IV. MONITORING REPORTS

- A. Target Alpena shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those

activities and/or services specified in the Scope of Services of this Agreement. These reports shall be submitted no later than **June 10** (Semi-Annual), **January 10** (Combined Semi-Annual and Annual). Reports shall cover the following periods:

- January-June
- July-December

B. Written reports shall be submitted to the County Administrator for distribution to other Elected Officials and County staff as necessary and to the County Board of Commissioners. Additionally, the Target Alpena Executive Director and/or Board President shall present semi-annual and annual reports to County Board of Commissioners at the direction of the County Administrator.

**V. PAYMENT SCHEDULE & FAILURE TO PERFORM**

A. Payments shall be made semi-annually in January and July following the Ways & Means Committee meeting of the County Board of Commissioners meeting of that month.

B. Target Alpena shall submit an invoice with the required July Combined Semi-Annual/Annual Report and the January Semi-Annual Report. The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous year).

C. Payments shall be equal to one-half (1/2) of the Agreement amount, unless modified by the County in accordance with Paragraph D below.

D. In the event the County determines that insufficient progress has been made on any of the activities included in the Scope of Services, the County shall provide written notice to Target of the specific deficiencies. Within fifteen (15) days of receipt of the notice Target shall notify the County in writing that the deficiencies have been corrected to the County's satisfaction or provide a plan acceptable to the County for rectifying the deficiencies. If the issues are not corrected by Target within the initial fifteen (15) day period the County may withhold up to 15% of the payment until such explanation is received and accepted by the County as adequately addressing the issues raised. If the matter remains unresolved the County may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the County or terminate the Agreement in accordance with Section VI below.

## **VI. TERMINATION OF THIS AGREEMENT**

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.
- B. In the event the Agreement is terminated, Target Alpena shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. Target Alpena shall submit a detailed invoice of those services and payment shall be made by the County within thirty (30) days. The County reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

## **VII. AMENDMENTS TO THIS AGREEMENT**

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current County budget and approval of a corresponding budget amendment by County Council.

## **VIII. GENERAL CONDITIONS**

- A. Assignability  
Target Alpena shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the County of Alpena.
- B. Continuing Right of Enforcement  
Failure of the County to enforce at any time any of the provisions of this Agreement, or require at any time performance by Target Alpena of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the County to enforce its provisions.
- C. Disclaimer and Hold Harmless Clause  
Target Alpena agrees to protect, defend, indemnify and hold harmless the County, its officers, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except

for those claims or liability alleged to arise out of the actions of the County or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Target Alpena further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

D. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Agreement to the contrary, Target Alpena shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Target Alpena, or any disallowed cost. (Disallowed costs will include any activities not included within the attached Scope of Services, unless approved by the County Manager prior to being conducted.) The County shall have the right to demand of Target Alpena, within a period of time specified by the County, the return of any Agreement funds used for such disallowed costs, and Target Alpena agrees to comply with such demand.

E. Bonding

Target Alpena shall assure that any officer, director, agent or employee of Target Alpena who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be bonded in an amount sufficient to cover the value of this Agreement, and which affords protection to the County under the bond.

F. Copyright

If this Agreement results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

**IX. AGREEMENT ATTACHMENTS**

The following document is hereby made an Attachment to this Agreement:

- A. Attachment A, Scope of Services

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

COUNTY OF ALPENA,

By: \_\_\_\_\_

Bill Peterson, Board Chair  
County Board of Commissioners

By: \_\_\_\_\_

Mary Catherine Hannah, County  
Administrator

TARGET ALPENA DEVELOPMENT  
CORPORATION, a Michigan Non-Profit  
Corporation

By: \_\_\_\_\_

Gary Graham, Board President

## **Attachment A**

### **Scope of Services**

In consideration for funding provided by the County of Alpena included in the Services Agreement, Target Alpena shall provide the following economic development services and activities to the County of Alpena:

- Continue to work closely with the County Administrator, Economic Development Ad Hoc Committee and the full Board on existing and future economic development projects, in particular:
  - the development of the airport lots,
  - the development of housing to meet current and future housing needs in the County,
  - the redevelopment/expansion of the APlex Sports Facility/Campus to include a pool and other recreational assets for the County,
  - and securing additional tenant(s) for the DHD4 building property.
- Assisting in creating a marketing plan/programs for the County campgrounds, and other County property as requested, including the involvement by local partners as appropriate. Activities involving County-owned properties shall be jointly developed by the two parties.
- Continue efforts to capture additional investment in the Alpena area.
- Continue Target entrepreneurial support and loan programs.
- Work collectively within our relationship with the Alpena Area Chamber of Commerce to develop, promote and assist our local businesses in a way that lends itself to the open discussion of issues and report same to the County on a Semi-Annual and Annual basis.
- Continue the selective recruitment of industrial, commercial and service businesses to the Alpena area.
- Meeting of the Target Alpena Executive Director and/or Board President with County staff (County Administrator) as needed, but at a minimum of each quarter, to discuss issues of mutual interest and maintain open communications between the two parties.
- Provide Semi-Annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall

assessment of each service/activity. Semi-Annual and Annual reports will be presented at County Commission meetings in accordance with Section IV.B of the Agreement.

- Annual funding request to County Commissioners as part of the June Report.
- Provide each year's Target Alpena priority projects for the current calendar year with the January Semi-Annual Report.