

MEMORANDUM OF AGREEMENT
Between
Region 2 Planning Commission
And
Ann Arbor SPARK

This Agreement is between Region 2 Planning Commission (hereinafter referred to as “Region 2”) and Ann Arbor SPARK, a Michigan company (hereinafter referred to as “SPARK”) (and also, individually, a “party” and, collectively, “the parties”).

1. **Purpose; Scope of Services** – This Agreement articulates the mutual commitments in which Region 2 and SPARK are involved whereas SPARK will support and assist Region 2 in the work described in Attachment A (the Project). Region 2 will oversee the development of the project and performance under this Agreement. SPARK agrees to put forth its best efforts in managing and delivering the products and services, as described in “Attachment A”, incorporated herein (hereinafter referred to as the “Work”). SPARK agrees that no dollars provided under this contract shall be used for the purchase of alcohol or entertainment, as outlined in the proposal in “Attachment A.”
2. **Term** – The term of this Agreement shall be from August 15, 2016 to June 1, 2017. During the Term, this Agreement may be modified at any time by a mutual written agreement of the parties authorized to enter into this Agreement (the undersigned). Additional funds may be added by modifying the Agreement with a new work plan reflecting tasks mutually agreed upon by both parties.
3. **Termination** – Region 2 or SPARK may terminate this Agreement at any time by giving 30 days written notice to the other party via such party’s e-mail address as provided below. Region 2 may, however, terminate this Agreement without notice for due cause. Cause shall include, but not be limited to:
 - The failure of SPARK to perform its obligations under this Agreement, in a timely, acceptable and proper manner, or SPARK’s unwaived breach of any material term of this Agreement. Should such a violation occur, SPARK shall be notified and given 15 days, or such longer period as SPARK may authorize in writing, after receipt of such notice to cure the violation.
 - A good faith determination by Region 2 that successful completion of the Project is not achievable.
 - Termination or suspension of Project funding by Region 2.
4. **Compensation** – Region 2 shall pay SPARK an amount not to exceed \$9,500 for services rendered by SPARK and accepted by Region 2, for labor and work-related expenses in accordance with the budget in Attachment A. Any additional expenses incurred by SPARK not initially included in the scope of services set forth in Section 1 and Attachment A, must be authorized in advance by Region 2, in its sole discretion.

SPARK further agrees that all compensation payable to SPARK is set forth in this Section 4 and Attachment A and neither SPARK nor its employees, agents or subcontractors are entitled to any

other benefits or compensation, such as those customarily afforded to employees of Region 2, and these parties expressly waive any claim to same, except as may be required by law.

Should this Agreement be terminated, for any reason, prior to expiration of the Term, Region 2 shall not be obligated to pay SPARK the entire sum set forth above in this Section 4, but shall be responsible to pay to SPARK only those amounts due and owing for services performed by SPARK prior to termination that Region 2 has deemed acceptable and/or any expenses incurred prior to termination that have been approved by Region 2.

5. **Method of Payment** – Region 2 will pay SPARK in response to monthly invoices received from SPARK. Invoice amounts will be based on progress towards completion of the work and budget described in Attachment A.
6. **Conduct of Work; Independent Contractor Status** – SPARK shall, at all times, conduct the Work as an independent contractor and shall not in any manner hold itself or its employees, agents or subcontractors out as employees or agents of Region 2. SPARK acknowledges and agrees that:
 - SPARK will be using its independent judgment and professional expertise to provide the services set forth in this Agreement. In providing said services, SPARK shall use the highest standards of its profession;
 - SPARK, consistent with the Work, is expected to perform the responsibilities of this Agreement in good faith, in a manner that is in the best interest of Region 2, and shall put forth its best efforts in performance of the Work;
 - This Agreement shall not preclude SPARK from providing services to other third parties to the extent that it does not interfere with SPARK's obligations to Region 2 hereunder;
 - Region 2 will not supervise, set the hours or manner of performance, or otherwise be responsible for the activities of SPARK or its employees, agents or subcontractors;
 - SPARK shall supervise and direct the Work using that skill and attention as is customary in SPARK's area of expertise, and shall be responsible for all appropriate means, methods, techniques, sequences and procedures, provided that Region 2 retains ultimate authority, responsibility over and approval of the services performed hereunder;
 - SPARK shall furnish and pay for all labor, materials and equipment required in connection with the performance of the Work;
 - No negligent act or omission by SPARK, or its employees or agents or subcontractors, shall in any way obligate or be binding on Region 2;
 - This Agreement shall not be construed to create a joint venture, partnership, association, or other affiliation or like relationship between SPARK and Region 2, it being specifically agreed that their relationship is and shall remain that of independent parties to an agreement relationship, as set forth herein;
 - Neither SPARK nor its employees, agents, or subcontractors shall have any claim under this Agreement or otherwise against Region 2 for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Accordingly, SPARK understands and agrees that (i) it will not be treated as Region 2's employee for federal tax purposes; (ii) Region 2 will not withhold, on behalf of SPARK, any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, including federal (such as FICA and FUTA), state and local taxes which may be payable on the compensation received from Region 2, and that all such payments, withholdings, and

benefits, if any, are the sole responsibility of SPARK, and (iii) SPARK shall indemnify and hold Region 2 harmless from any and all loss or liability arising from its failure to make such payments, withholding, and benefits, if any.

7. **Good Standing** – SPARK represents that it is in good standing in the State of Michigan. SPARK also represents that it, as the case may be, is not currently barred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs.
8. **Drug-Free Workplace; Equal Opportunity Employer** – SPARK represents that it operates as a drug-free workplace and as an Equal Opportunity Employer.
9. **Indemnification and Hold Harmless** – SPARK shall defend, indemnify and hold Region 2 harmless from and against all losses, costs, damages and expenses (including attorney's fees) arising out of SPARK's performance of the Work or breach of any of the terms and conditions of this Agreement. SPARK shall further indemnify and hold Region 2 harmless from and against all losses, costs, damages and expenses (including attorney's fees) Region 2 may incur as a result of SPARK's own or SPARK's employee's, agent's or subcontractor's operation of a motor vehicle in the course of completing any obligations hereunder.
10. **Confidentiality** – SPARK agrees to treat in the strictest confidence Region 2's business and financial affairs, all Client matters and identities, personnel, and other matters related to the conduct of Region 2's business and understands that any breach of such confidence shall be grounds for termination of this Agreement. SPARK also agrees not to publish or otherwise disclose any such information or data obtained in the course of performance of this Agreement without the express written consent of Region 2 before, during or after the Term. SPARK agrees and covenants that it will not, at any time, either during the Term or thereafter, disclose to any other person, firm, or corporation, or use for its own benefit, any information, confidential or otherwise, obtained from the Project or Region 2 in connection with the performance of services under this Agreement. Each party agrees not to conduct any activities using information obtained during the course of this relationship for its own benefit or which would be to the detriment, or intended or probable detriment, of either party, or either party's clients.
11. **Work Products** – The parties acknowledge that this Agreement is a work for hire Agreement and that all of the information, data, analysis and conclusions provided to Region 2, in whatever form or format, are the intellectual property of Region 2.
14. **Governing Law; Venue**– This Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of laws principles. All disputes arising under this Agreement between the parties shall be resolved in good faith by the parties, but failing compromise or agreement, the parties hereto (a) irrevocably submit to the jurisdiction and venue of any state or federal court sitting in Ann Arbor, Michigan, and (b) waive, to the fullest extent that they may effectively do so, the defense of inconvenient forum or improper venue. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereto acknowledge and agree that each knowingly, voluntarily and intentionally waives any right either of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any of the transactions contemplated by this Agreement. Neither party will seek to consolidate, by counter claim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
15. **Entire Agreement; Severability** – This Agreement, including Attachment A, represents the entire agreement between Region 2 and SPARK with respect to the subject matter hereof, and supersedes and annuls all prior agreements, promises, understandings, or representations, of any nature, made

at any time between Region 2 and SPARK relating to the subject matter hereof. No subsequent agreements, promises, or representations, of any nature, shall be binding and effective between the parties and this Agreement may be modified only by a written instrument signed by an authorized officer of Region 2 and SPARK (the undersigned). In the event that any portions of this Agreement should be invalid under applicable existing law, then such portions are to be modified in the letter and intent of this Agreement to the extent permitted by applicable law so as to be rendered valid. Any portions of this Agreement which are invalid under applicable law shall not render this Agreement or any other part hereof invalid, but such invalid portions shall be inapplicable until an appropriate court (as set forth above in Section 14) or the parties hereto have made appropriate changes, in accordance with applicable law, to achieve the intent of the invalid provision.

16. **Conflict of Interest** – SPARK may engage in work for others while engaged in the Work. SPARK agrees, however, to advise Region 2 fully of any services it is providing or may provide to other parties during the term of this Agreement that might constitute a conflict of interest or the appearance of a conflict of interest with the parties’ responsibilities to the Work. If either party determines a conflict of interest exists and efforts to resolve the matter to the satisfaction of both parties fail, the unresolved conflict of interest shall be grounds for immediate termination of this Agreement. Should such a possible appearance of a conflict of interest occur, SPARK shall be notified and given 15 days, or such longer period as Region 2 may authorize in writing, after receipt of such notice to resolve the matter.
17. **Assignment; Binding Effect** – This Agreement may not be assigned in whole or part by either party without the express written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
18. **Counterparts** -- This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each were upon the same instrument.

Attachment A -- Scope of Work



Challenge Grant Funding Request

To: Steven Duke, Region 9 Regional Prosperity Initiative Challenge Grants
Sent via email: sduke@co.jackson.mi.us

From: Region 9 Economic Development Partners

Date: June 16, 2016

Identification of Organization Contact Person

Greater Ann Arbor Region Partnership
Ann Arbor SPARK (Lead organization)
201 S. Division Street, Suite 430
Project Manager
Phil Santer
Vice President, Business Development
201 S. Division, Suite 430
734-679-7189
Federal ID: 38-2436899
(See appendix for contact info for all partners)

Problem Approach:

The Economic Development Partners of Prosperity Region 9, also known as the “Greater Ann Arbor Region,” formally request that the available challenge grant funding be used to host a Familiarization Tour (Fam Tour) for site selectors in Michigan’s Prosperity Region 9. Site selectors are professionals that work with businesses on new location decisions. They produce roughly 30% of the leads for companies that are interested in relocating to or expanding in our region. While much of the site selection analysis comes from data, there are other factors that can influence the location decision process. Hosting a Fam Tour for the national site selector community provides us with the opportunity to highlight our region’s assets and unique features that are not always illuminated in the data.

The Fam Tour is a 3 day event. It is like a series of conference events and stakeholder meetings wrapped into one big event. Elements of the event include developing marketing materials and highlighting best practices in the Ann Arbor region related to workforce development and talent.

For 2016, we will be building off the success of the 2015 Fam Tour and the economic development partners of Prosperity Region 9 will partner with our other partners, such as colleges and universities, utility companies, Business Leaders for Michigan, MEDC, Ann Arbor Area Convention and Visitors Bureau, and business partners to showcase the Greater Ann Arbor Region to site selectors. In total more than 40 people, representing over 25 organizations will be participating in this event.

Project Goals & Objectives:

- Deepen relationships and increase collaboration among Region 9 major employers and economic developers to promote the region to the national site selector community
- Strengthen the relationship between Region 9 economic developers and higher education organizations as it relates to mobility and data sciences.
- Put the Greater Ann Arbor Region on the radar of the national site selector community
- Increase the odds that Region 9 communities will be considered during site searches
- Give site selectors the firsthand experience they need to effectively pitch our communities to companies that are looking for new places to open and expand operations

Management Summary (for grants \$10,000 and less)

All of the partners from the Greater Ann Arbor Region (GAAR) will be participating in the 2016 Fam Tour. The project will be managed by Ann Arbor SPARK. GAAR holds monthly meetings to review work plan and stay on task.

Work Plan

The Fam Tour is a multi-day tour through Ann Arbor, where site selectors will be joined by local partners and businesses from throughout the region. Local partners include economic developers and institutions of higher education. The day will include meetings with CEOs of businesses that are central to the economic success of the region, Q & A sessions with regional stakeholders and site selectors, and meals including facilitated discussion. All meetings, transportation, meals, and lodging will be organized by Region 9 economic development partners.

The long term vision of this tour is increasing economic prosperity in Region 9. Business owners are far more likely to consider Region 9 communities for their companies if site selectors are effectively pitching those communities. Bringing new companies to Region 9 would create more jobs and investment in the region, thus making our communities the best possible places to live, work, and play.

Proposed Tour Activities:

- Company tours with major employers near downtown Ann Arbor
- Tour of MCity and discussion of Southeastern Michigan's role in connected vehicle development
- Roundtable discussions with employers regarding the location decision process, and their talent acquisition process
- Meetings with institutions of higher learning to discuss initiatives related to the University of Michigan Mobility Transformation Center (MTC) and the public-private partnership created to work on connected and automated mobility systems and other mobility and transportation initiatives in the Ann Arbor Region, such as the American Center for Mobility at Willow Run and the Washtenaw Community College Advanced Transportation Center.
- Attached is draft agenda

The project deliverables are a series of meetings and interactions with site consultants. The success of the project in the short run is measured by feedback from participants. In the long run, success is measured by



increased interaction between site selectors and economic development partners and the number of new projects that site selectors bring to the Greater Ann Arbor region in the form of jobs and investment.

Personnel

Staff from Ann Arbor SPARK will manage the project team (See appendix).

The Project Manager will be Phil Santer, Vice President for Business Development. Additional members of the SPARK Business Development Team will provide staff support, along with our economic development partners in the Greater Ann Arbor Region. In total, the SPARK Business Development team has more than 25 years of experience working in economic development. SPARK has monthly meetings with GAAR partners to coordinate tasks. The project team is also partnering with the Ann Arbor Area Convention & Visitors Bureau (CVB) to highlight quality of life issues in the Greater Ann Arbor Region.

Time Frame

In order to put on an event of this scale, planning starts approximately 6 months prior to the event and involves at least 200 staff hours. See attached Task List for tasks for the project.

Budget:

The Greater Ann Arbor Region Members request \$9,500 (highlighted in yellow) through the Challenge Grant to cover the costs of transportation, hotel, supplies, and food and meals for the Fam Tour. The Fam Tour has leveraged additional funding, including funding from the Michigan Economic Development Corporation, the Ann Arbor Convention & Visitors Bureau and in kind support from the Greater Ann Arbor Region members.

Use of Funds

Travel (Airfare)	
Airfare to bring consultant to tour (Nationally, the industry standard is to provide airfare for consultants	5,000
Transportation (tour buses, transportation around Ann Arbor region for 3 days)	4,000
Hotel	3,000
Supplies (printing of marketing materials, tables, chairs, office supplies)	1,000
Food, meals	1,500
Entertainment (Football game tickets, etc.)	25,000
Partner Staff Time (billed at \$50x200 hours) (in-kind)	10,000
Subtotal	\$49,500



Greater Ann Arbor Region Members:

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**Fam Tour Event Timeline
TASK LIST**

Timeline	Action Item	Status
February 5, 2016	Finalize date of Fam Tour (and football Suite with CVB)	Done
March 3, 2016	Finalize Hotel Reservations (With Mark Reynolds at Residence Inn)	Done
May 12, 2016 (18 weeks out)	Send out #1 Email	Done
May 23, 2016	Send final proposal to HookLogic for Tailgate	Done
May 23, 2016 (16 Weeks out)	Send #1 postcard to site consultants	Done
May 24, 2016 (16 weeks out)	Develop DRAFT agenda	In-process
June 7-10, 2016 (14 weeks out)	Finalize Restaurant Reservations	
June 7-10, 2016 (14 weeks out)	Finalize Tailgate	
June 13-17, 2016 (13 weeks out)	Finalize Transportation (Limo, Air, Expedia)	
Monday, June 20 (12 weeks out)	Send out #2 Email regarding Fam Tour	
Ongoing (monthly)	Monthly update calls between GAAR Partners	
Week BEFORE Fam Tour		
	Develop Powerpoint presentation and marketing materials	
	Develop Running powerpoint	
	Develop SPARK speaking points outline	
	Send out update email to attendees	
	Finalize GAAR one pager	
	Email EDCLC Board Members RE: Tailgate	
Week of Fam Tour	Finalize Folders for site consultants	
	Bios for consultants	
	Bios for Partners	
	Bios for Business Lunch Panel Members	
	Final agenda	
	Thank You back page with CVB and all logos	
	Create Name tags	
	Create name tent cards	
	Print name tent cards & name tags	

**Fam Tour Event Timeline
TASK LIST**

Timeline	Action Item	Status
	Develop personal agenda/itinerary for consultants	
	One-pager on things to do in Ann Arbor	
	Send personal itineraries to consultants Make sure they know rules for stadium. No purses, no camera. You can't take anything into the stadium that doesn't fit in your pocket. (no purses, camera, etc)	
	Make sure final count for all events	
	Send to CVB (Patti) Final rooming list Arrivals for all hotel people Final dinner counts to CVB (Thursday and Friday) Make sure next time, say NO liquids.	
	Sent confirmation email and talking points to Business Leaders	
	Review Powerpoint presentation (set time to review)	
	Finalize powerpoint and speaking notes	
	Send final count to Pillar Technologies	
	Check out Pillar Space for presentation and confirm set up	
	Finalize parking for tailgate event (and who needs parking) and send people email confirmations	
	Confirm who is attending tailgate	
	Order extra tables for SPARK Central lunch (send Charlotte #)	
Day Before		
	Confirm food order for all events and meetings	
	Make sure SPARK Central set for Business Lunch	
	Meet consultants at hotel to board bus to travel to	
	Set up SPARK Central for Friday Lunch (set up at night)	

**Fam Tour Event Timeline
TASK LIST**

Timeline	Action Item	Status
Friday of event		
	Meet consultants at hotel to take them to Pillar (arrive at 7:15am, bus arrives at 7:30am)	
	Greeter at Pillar (arrive at 7:45am to make sure powerpoint set)	
	Introduction and powerpoint	
	Make sure lunch is set up at SPARK Central (arrive at 11:45)	
	Greet Consultants at hotel (before dinner) and ride on bus to downtown Ann Arbor	
	4:30pm Set up SPARK Central for Tailgate	
Monday, September 21, 2016		
	Write/Send personal Thank you notes to consultants and all participates	
	Internal SPARK debrief	
One week after event		
	Debrief with Community Partners	
	Survey site consultants and all participants to gain feedback	
Every three months	Check-in with Site Consultants for ongoing relationship building	

Thursday, September 15, 2016

6:45pm - 9:00pm Dinner
Discussion of regional assets

Friday, September 16, 2016

TBD Discussion of technology and talent issues in
Ann Arbor region

TBD Company tours and walking tour of Downtown Ann
Arbor

BREAK

Lunch & Panel Discussion with business leaders

Discussion lead by Business Leaders for Michigan
and University of Michigan. Panel of business
leaders.

Breakout meetings/interaction sessions between
economic developers and site selectors

Bus Tour of Ann Arbor. Meeting with business
leaders. Tour of MCity. Discussion on connected
and automated mobility systems and other mobility
initiatives in Ann Arbor region.

Saturday, September 17, 2016

TBD Group shuttle to breakfast with technology
companies, major employers and economic
development partners in Ann Arbor Region

TBD Football game. Attendees will be site selectors,
economic development partners

Sunday, September 18, 2016

Self-guided tours of Ann Arbor region
Depart