TO THE HONORABLE BOARD OF COMMISSIONERS OF BERRIEN COUNTY: Your County Finance Committee respectfully recommends the adoption of the following:

RESOLUTION

WHEREAS, the County of Berrien wishes to promote business growth and attract new, private investment within the County; and

WHEREAS, to accomplish this, the County of Berrien has partnered with Cornerstone Alliance to engage in business attraction activities on its behalf; and

WHEREAS, these business attraction activities include representing Berrien County at various national economic development trade shows and site-selector conferences, and representing Berrien County as a member of Southwest Michigan First; and,

WHEREAS, the County of Berrien and Cornerstone Alliance desire to continue this partnership for the present year.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Berrien County Board of Commissioners approves the attached Economic Development Agreement between the County and Cornerstone Alliance and authorizes the Chairperson to sign the Agreement on its behalf.

BE IT FURTHER RESOLVED that funding for this Agreement will come from fund 24407280.

Respectfully submitted,
BERRIEN COUNTY FINANCE COMMITTEE

Mamie L. Yarbrough, Chairperson

Robert P. Harrison, Vice Chairperson

Ezra A. Scott

Jon Hinkelman

RESOLUTION APPROVED AS TO FORM

Administrator: 
Comments Attached: 
Corporate Counsel: 
Comments Attached: 

Date: 6/17/20
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN BERRIEN COUNTY COMMUNITY DEVELOPMENT
AND CORNERSTONE ALLIANCE

This Agreement made by and between Berrien County (Mich.) Community Development
(“Municipality”), a Michigan public body corporate, and Cornerstone Alliance, a not-for-profit
corporation organized and existing under the laws of the State of Michigan (“Corporation”).

RECITALS

WHEREAS, the Corporation is organized for the purpose of developing and promoting industry and
economic development in the Berrien County region, including promoting and publicizing the Berrien
County; and

WHEREAS, the Corporation’s activities benefit Berrien County in the form of job creation and
retention, an increased tax base, and increased consumer spending; and

WHEREAS, the Corporation and Berrien County share mutual benefit by collaborating on a larger
scale through Regional Economic Development that draws increased attention to Berrien County
resulting in greater lead generation, improved job opportunities for Berrien County residents and an
enlarged tax base for Berrien County municipalities; and

WHEREAS, the Corporation and Berrien County desire to maximize economic development
partnerships with entities that may include Southwest Michigan First; and

WHEREAS, Berrien County is authorized to promote and publicize the economic advantages of
Berrien County and enter into contracts to accomplish such purposes, and

WHEREAS, Berrien County desires to enter into a contract with the Corporation under the terms and
conditions set forth in this Agreement,

THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services. The Corporation agrees to participate in economic development
marketing activities with entities that may include Southwest Michigan First. This could include
attendance at site location seminars, tradeshows and similar events deemed beneficial to
Berrien County residents.

2. Payment Terms. Berrien County agrees to pay the Corporation a sum of $20,000 during the
fiscal year commencing January 1, 2020, payable in one installment due by August 1, 2020.
Berrien County is not liable for any additional or further sums.

3. Term of Agreement. This Agreement shall be for a period commencing January 1, 2020 and

4. Representation Requirements. The Corporation, Berrien County, the Southwest Michigan
Economic Alliance, and all permanent members of the Berrien County Economic Development
Corporation shall all have access to attend Southwest Michigan First events and board
meetings. Where appropriate, Berrien County will be represented through a single, voting
member that will vote based on what is the best possible outcome for Berrien County residents.

5. **Termination.** This Agreement may be terminated by Berrien County if the Berrien County Commission determines that the Corporation is not implementing the services outlined in the Scope of Services with 60 days' notice.

6. **Assignment.** This Agreement shall not be assigned, sold, or transferred by the Corporation to any other agency, party, or corporation without Berrien County Commission's prior written consent and approval adopted by Resolution of the Berrien County Commission.

7. **Indemnification.** The Corporation shall defend, indemnify and hold harmless Berrien County, its elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof from and/or against claims, suits, action, liabilities, damages, attorney's fees and costs of every name and description asserted as a result of or arising out of or related to: a) the Corporation's breach of this Agreement; b) willful, negligent or tortuous acts or omissions of the Corporation by its officers, directors, agents or employees; and/or c) violation of any third-party rights. Further, Berrien County has the right to offset against any payments owing to the Corporation any such costs, expenses, liabilities or other charges and the exercise of such rights will not be considered a default in the payment of any amount owed.

8. **Non-Discrimination.** The Corporation shall not discriminate against 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, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position in accordance with the requirements of MCL 37.1209; MCL 37.2209. Breach of this covenant may be regarded as a material breach of this Agreement.

9. **Budgetary Restrictions.** This Agreement shall be deemed enforceable only to the extent of the monies available to Berrien County, and appropriated by the Berrien County Commission for this particular assignment and no liability on account thereof shall incur to Berrien County beyond money so available for the stated purpose.

10. **Compliance with Law.** The parties agree that they shall fully comply with all federal, State and local laws, rules and regulations.

11. **Waiver.** The failure to enforce any provision in this Agreement shall not constitute a waiver or serve as a bar to the enforcement of that provision or of any other provision in this Agreement. The waiver of a breach of any provision in this agreement must be in writing.

12. **Notice.** All notices any other communications required under this Agreement shall be deemed given when sent by regular, registered or certified mail, postage prepaid, or by personal delivery to the supervisor or manager of the respective entity at the addresses noted above.
13. **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.

14. **Entire Agreement.** Unless otherwise provided in this Agreement, this Agreement constitutes the entire agreement between the parties and there are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties with respect to the subject matter of this Agreement, and is deemed to be mutually drafted.

15. **Amendments.** This Agreement may only be amended upon written consent of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Berrien County, MI

By: ____________________________

Its:  Chairperson

Date: ____________________________

Approved as to form:

By: ____________________________

Cornerstone Alliance

By: ____________________________

Its:  President

Date: ____________________________

Berrien County
Annette Christie

From: Dewane, John E. <jdewane@kotzsangster.com>
Sent: Tuesday, June 16, 2020 3:57 PM
To: 'Annette Christie'
Subject: RE: Resolution F2006283

Annette: In the resolution, in the penultimate paragraph I understand you will change “Chairman” to “Chairperson”. Then the Resolution will be consistent with most of the statutory references and with the attached Agreement. With that change, approved as to form. See you in the am. John

KOTZ SANGSTER
ATTORNEYS AND COUNSELORS AT LAW

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From: Annette Christie [mailto:akrieger@berriencounty.org]
Sent: Monday, June 15, 2020 10:28 AM
To: Dewane, John E.
Subject: Resolution F2006283

John –
Good morning. I hope you had a nice weekend. Attached is resolution F2006283 with the attached contract. This is a renewal

Annette Krieger-Christie
Annette Krieger-Christie
Executive Assistant to the Administrator
701 Main St.
St. Joseph, MI 49085
(269) 983-7111, ext .8095
Annette Christie

From: Daniel Fette <dfette@berriencounty.org>
Sent: Monday, June 15, 2020 10:18 AM
To: 'Krieger Christie, Annette'
Subject: Resolution F2006283

Annette,

I just gave you Resolution F2006283 and the accompanying Contract. This is a renewal of our annual economic development contract with Cornerstone Alliance. Cornerstone represents the County on the Board of Southwest Michigan First (our regional business attraction economic development non-profit). Cornerstone also represents the County at various site-selector meetings and national/international business attraction conferences. We budgeted for this contract in FY 2020 out of our economic development special fund and the Commissioners were briefed on this during the budget hearings last fall.

Since this is a ministerial matter (and Cornerstone could use the money) it would be nice if this could be approved on Thursday’s Consent Calendar. Can you poll the Finance Committee to see if they have objections to this. I’ll be available during the BOC meeting if any Commissioners have questions.

Thanks,

Daniel Fette
Community Development Director
County of Berrien
701 Main Street
St. Joseph, MI 49085

\[Scheduled for 6/25/2020\]

[Handwritten note: Last Year, did in July. F1907268 07/25/2019]