

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 8th day of April 2021, A.D., by and between the CHARTER TOWNSHIP OF COMSTOCK, Kalamazoo County, State of Michigan, hereinafter referred to as "Client" and CIB PLANNING, INC., a Michigan Corporation, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the client desires to engage the Consultant to render professional services for the Client; and

WHEREAS, the Consultant desires to provide said services and agrees to do so for compensation based upon services rendered and expenses incurred pursuant to the terms and conditions hereinafter set forth; NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION I. SCOPE OF SERVICES.

The Consultant shall perform the specified services under this Contract in connection with RRC Technical Assistance for Comstock Township, Best Practices 5.1 and 5.2. The services to be performed are described in, attached to, and made a part of this contract as Attachment A. The Consultant shall carry out all activities specified in the above-cited scope of services in a satisfactory and proper manner.

SECTION II. CHANGES TO SCOPE OF SERVICES.

The client may from time to time during the course of this agreement, request modifications of this Agreement or changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by the Client and the Consultant, shall be incorporated in written amendments to this agreement.

SECTION III. PROJECT MANAGEMENT AND COMMUNICATION

The Consultant Contact shall be Elena Moeller-Younger, Principal, Director of Marketing & Strategic Planning, as Project Manager and all direct contact shall be made with her.

SECTION IV. COMPENSATION AND METHOD OF PAYMENT.

- A. The Client shall pay the Consultant a fixed/not-to-exceed fee of \$28,000. for the services, described in the Scope of Services (Attachment A). This fee includes typical out-of-pocket expenses including, but not limited to, mileage, postage, photography, and working document reproduction. Final document reproduction will be the responsibility of the Client.
- B. The Client may authorize the Consultant to provide additional services beyond the Scope of Services or attend additional meetings for a fee in addition to paragraph A above. For additional professional services the Consultant shall be compensated at the hourly rates described in Attachment A, unless a separate fee is mutually agreed upon.
- C. Invoices will be submitted monthly for work performed during the billing period and shall be paid within thirty (30) days of receipt of such invoice by the Client.

SECTION V. ASSIGNABILITY

The Agreement shall not be assigned or transferred by either the Consultant or the Client to any entity not connected with the Consultant without the prior written consent of the other. Notwithstanding the foregoing, the Consultant shall not be prohibited from contracting with qualified subconsultants or from assigning to a bank, trust company, or other financial institutions, any claims for compensation due, or to become due to the Consultant from the Client under this agreement, without prior written consent.

SECTION VI. DATA AND SERVICES TO BE PROVIDED BY CLIENT TO CONSULTANT

If requested by the Consultant, Client shall furnish at no charge to the Consultant, in a timely manner:

- A. Copies of all reports, survey data, plans, maps, drawings, aerial photos, and similar materials relevant to the performance of the scope of services. Such materials shall be provided at no cost to the Consultant.
- B. The Client shall be responsible for any professional, legal, engineering or accounting services connected with the project and shall coordinate review of any drafts by said consultants, if necessary.
- C. Due to safety considerations during the COVID-19 pandemic and the Open Meetings Act 254 Amendment, the consultant and committee shall meet virtually utilizing zoom and a virtual collaboration tool Mural.co (<https://www.mural.co/>). The consultant will be responsible for the costs associated with Zoom and Mural.co.
- D. The Client shall be responsible for scheduling meetings, publication of agendas and notices, and the costs of publication for postings, notices, and mailings.
- E. The Client shall devote sufficient time at regular meetings to adequately discuss the project within the number of meetings herein described, and to maintain the project schedule, or shall schedule special meetings devoted exclusively to the project.
- F. The Client shall provide the Consultant with decisions or reviews in a timely manner.
- G. If the primary Client contact person is changed, the Consultant shall be compensated for time spent on orientation to the new staff person.

SECTION VII. SCHEDULE.

The Consultant and Client shall agree to complete all work required and described in the contract on an expeditious schedule designed to meet time frames as specified in Appendix A, or as mutually extended by the Client and the Consultant.

SECTION VIII. OWNERSHIP OF DATA.

Upon completion or termination of this Agreement, all work products shall become the property of the Client and shall not be furnished to any other party without written permission of the Client. It is understood and agreed that the calculations, final documents, studies, surveys, drawings, maps, reports, and specifications prepared pursuant to this Agreement in machine format or hard copy, are instruments of professional service. They are and shall remain the property of the Client.

The consultant will retain the original work product. The Client understands that changes or modifications to the work product made by anyone other than the consultant may result in adverse consequences which the Consultant can neither predict nor control. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Consultant from and against all claims, liabilities, losses, damages, and costs including, but not limited to, attorney fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the work product provided by the Consultant under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project documentation on other projects, for additions to the project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.

SECTION IX. CONFIDENTIALITY

Information obtained and reports prepared by the Consultant under this Agreement shall be considered confidential and shall not be made available to any individual or organization by the Consultant without prior approval of the Client.

SECTION X. TERMINATION

This Agreement may be terminated for cause by either the Client or the Consultant upon written notice, together with appropriate documentation of the reasons. In such case the Consultant shall be compensated by the Client for all work completed prior to termination upon delivery of products completed to the Client.

SECTION XI. NON-DISCRIMINATION:

The Consultant shall, when applicable, comply with the requirements of all federal, State, and Local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin.


SECTION XII. COMPLIANCE WITH ALL LAWS.

In the performance of this Agreement, Consultant agrees to comply with all applicable State, Federal, and local statutes, ordinances, and regulations, and obtain any and all permits applicable to the performance of this Agreement.

IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement as of the date above and in accordance with the laws of the State of Michigan.

WITNESS:

CHARTER TOWNSHIP OF COMSTOCK, KALAMAZOO COUNTY,
MICHIGAN



By:



CIB PLANNING, INC.



By:

Carmine Avantini, AICP
President, CIB Planning

ATTACHMENT A: SCOPE

RRC Technical Assistance for Comstock Township, Best Practices 5.1 and 5.2

TASK 1. REVIEW THE COMMUNITY PROFILE (existing socioeconomic data, literature, and local industries) and assess Strengths, Weaknesses, Opportunities and Threats (SWOT).

The planning team will work with Comstock Township to assemble a strategic planning steering committee that includes members of the community, elected officials, private sector and local and regional economic development professionals, and members of the DDA. The planning process then begins with a concerted effort to fully grasp current conditions and trends. Working with the community, the planning team will prepare a Summary Economic Analysis of the community building upon completed studies and existing available information while infusing new ideas generated by the CIB Planning team. Combined with a description of economic development and related assets, this information will be presented in both narrative and mapped form.

Early in the planning process, the RRC TA team will meet with Township officials and staff for a kick-off session to discuss current conditions, past economic development efforts, existing resources, potential projects, etc. That same day, a meeting will be held with the Steering Committee to conduct a Strengths, Weaknesses, Opportunities and Threats (SWOT) session. This will help the RRC TA team gain a clear understanding of how members see both the potential and limiting factors for the Township moving forward. The results of the above efforts will be presented at a public meeting to obtain feedback and ensure that all pertinent information has been collected and reviewed. Part of this initial effort will also include an examination of other Comprehensive Economic Development Strategy (CEDS) efforts for similar regions to identify “best practices” and to find creative approaches to challenges.

TASK 2. CREATE AN ECONOMIC DEVELOPMENT VISION

Following completion of the preliminary analysis phase, the planning team will work with the steering committee to develop an economic development vision for Comstock Township and Comstock Center. This vision will drive the identification of preliminary goals, objectives, and potential implementation strategies. This process would include a tour of the community and a community visioning workshop, which will build upon the results of the SWOT analysis, to create clear goal categories. They will focus on growing local business investment and job creation, business attraction, talent development and recruitment, capital improvement projects, and place-based redevelopment opportunities, focused on creating a vibrant central district.

TASK 3. IMPLEMENTATION PLAN

The Consulting Team will then work with the steering committee to develop the implementation plan. This plan will be action-oriented and identify timelines, costs, and responsible parties. The planning team will also work with the steering committee to identify priority redevelopment messages per RRC Best Practice 5.2. This process will involve looking prime investment and economic development opportunities throughout the Township as well as in Comstock Center. As applicable, relevant state and federal grant programs and economic development programs will be identified to

assist with economic development opportunities. To supplement the available programs, the consulting team will work with the steering committee to identify potential implementation partners.

TASK 4. PERFORMANCE MEASURES, REPORTING AND ACCESSIBILITY

The planning team will work with the steering committee to identify state-of-the-art performance measures to evaluate implementation progress. A significant amount of research has already been conducted with performance metrics and a “Best Practices” report will be prepared for presentation and acceptance by the steering committee. The goal is to provide useful information that is readily understood yet also meets standards for future funding. We are also driven to innovate by creating performance measures that are both meaningful and readily updated. All too often complex measures are created and then go beyond the ability of the organization to maintain and keep current.

TASK 5. MARKETING AND BRANDING STRATEGY

The marketing and branding strategy will build off the input garnered during the development of the Economic Development Strategy. The steering committee that will be assigned to assist with the Economic Development Strategy will also participate with the Marketing and Branding Strategy. In many instances, meetings will overlap, however, we expect three (3) additional meetings to complete the Marketing and Branding Strategy: the first to review and revise draft strategies, communications, and target audiences; the second to present the final draft of the strategy; and the third to present the recommended strategy to the Township Board. The Township Board will have final approval of the strategy that will be adopted for use moving forward.

With the Economic Development Vision, Implementation Plan and Performance Measures as a base and with the input of Township stakeholders, the Marketing Strategy for Comstock Township and Comstock Center will include the following:

- Identify key/target audiences in support of an economic development strategy identification and definition of marketing goals in support of an economic development strategy
- Plans that define strategic goals, identify target audiences, and outline tactics to reach desired results for the Township as a whole, and specific tactics focused on Comstock Center
- An overarching document that summarizes the Township’s and Center’s existing and planned marketing strategies to ensure the efforts are coordinated with the local and regional partners to maximize efficiency and effectiveness
- Recommendations for marketing and advertising tactics to support strategic goals and reach desired results. The strategy will also describe the ways the Township and Center plan to support and market the Township’s and Center’s priority redevelopment sites and attract businesses
- Evaluation of community website per best practices.

RRC Technical Assistance Project Costs

The proposed budget to complete Tasks 1-5 is \$28,000.

2021 Public Fee Schedule and Professional Classification

Carmine P. Avantini, AICP, Principal & President	\$146.00
Justin Sprague, Principal & Vice President	\$132.00
Elena Moeller-Younger, Principal & Director of Marketing & Strategic Planning	\$128.00
Kelly McIntyre, Principal & Director of Planning	\$128.00

** Hourly rates are subject to increase on an annual basis*