



CASS COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING OF THE CASS COUNTY BOARD OF COMMISSIONERS

September 21, 2023

4:00 PM

1. **CALL TO ORDER** – *Chair Jones*
2. **ROLL CALL** - *Clerk/Register Monica McMichael*
3. **PUBLIC COMMENT** (limit 3 minutes/person)
4. **APPROVAL OF THE AGENDA** – *Commissioner Laylin*
5. **RECOGNITIONS**
6. **PRESENTATIONS**
7. **UNFINISHED BUSINESS**
8. **NEW BUSINESS**
 - A. **M-149-23** – Motion to approve Market Van Buren Economic Development Agreement
 - B. **M-150-23** - Motion to approve FY 23 Budget Amendments
9. **ADJOURNMENT**



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: Market Van Buren Agreement

REQUEST:

Approve the Market Van Buren Agreement.

BACKGROUND:

In 2020, the County embarked upon a pilot program to partner with Market Van Buren for Economic Development Services. Following the initial pilot program, the County approved a formal agreement in 2021 for Economic Development Services through 2023. The existing agreement will expire on September 30th.

The new Agreement would be for a 3-year term beginning October 1, 2023 and extending through September 30, 2026. The annual cost would be \$115,000.00 in the first year and would increase 2% each October to adjust for inflation. In the new agreement, Market Van Buren will commit to providing a minimum of five board seats, 2 shall be reserved for Commissioners with the remaining seats being at-large. Additionally, within 12 months of the execution of the Agreement, Market Van Buren will rebrand to create a more inclusive name and brand reflective of its new long-term relationship with Cass and Van Buren counties.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

The agreement would set an initial cost of \$115,000 for FY 24, raising 2% on October 1st of each subsequent year through FY 25 and FY 26. Please note, the estimated costs for FY 24 have already been incorporated into the Recommended FY 24 Budget.

RECOMMENDATION:

Approve the Market Van Buren Agreement as presented.



AGREEMENT

Between Cass County and Market Van Buren

This Agreement is made between Cass County, whose address is 120 N Broadway Cassopolis, MI 49031 (the “County”) and Market Van Buren whose address is 32849 Red Arrow Hwy, Ste 100, Paw Paw, MI 49079, (“Contractor”).

Objective: Through collaborative partnerships, Van Buren’s focus is to help create and facilitate opportunities for economic development through desirable business retention, expansion, and organic growth efforts to develop a climate conducive to maintain and enhance the quality of life in the counties of Cass and Van Buren.

Term of Agreement: This Agreement will become effective upon the date set forth below and shall continue, unless earlier terminated, until September 30, 2026 with the option to extend the agreement period for an additional three years with an end date of September 30, 2029. 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 Contractor renders services for the County.

Financial Impact: Cass County will make a financial payment to Market Van Buren for the standard services provided to other governmental partners including but not limited to those described in this agreement. These services will continue through the term of this agreement.

Terms of Payment: Contractor will utilize the human capital available through its organization to execute the actions identified below. These actions will continue through September 30th, 2026 and will continue if the board approves the three-year agreement extension. Annual budget year costs will be \$115,000.00 in the 2023-2024 county fiscal year, a 2% increase will be added to the annual budget each fiscal year on October 1st to adjust for inflationary expenses.

Scope of Work:

1. **Business Engagement:** Market Van Buren will engage with businesses within Cass County to execute a business retention, expansion, and attraction effort with the intentions to grow jobs, the tax base, and improve the resiliency of local businesses.
2. **Grant Development:** Market Van Buren will support the preparation and submission of applications for grants that are related to economic and community development. This is to ensure businesses and communities have the chance to receive funding and not miss an opportunity at the regional, state, and federal levels.
3. **Industrial Property Development:** Market Van Buren will place industrial properties in Cass County on Zoom Prospector and add properties to Requests for Properties from the MEDC Site Selection Team. Market Van Buren will also work with property owners on the development of buildings or land to best prepare them for businesses and site selectors.
4. **Governmental Affairs:** Market Van Buren will help establish Cass County’s presence in Lansing with key Administration and Legislative leaders to advance its economic development interests. This will be done by connecting County officials to subject matter experts to champion the County’s interests on an array of issues. Market Van Buren does not lobby on behalf of its investors and partners.

Considerations:

1. **Board Representation:** Market Van Buren will provide a minimum of five (5) board seats for Cass County representation. Two (2) seats shall be reserved for Cass County Commissioners with the remaining seats consisting of at-large representatives. At-large representatives may be made up of

business, community, or governmental leaders. All Market van Buren board member appointments are recommended by its Board of Directors and approved by the Kinexus Group Board of Directors.

2. **Rebranding:** Market Van Buren, will within twelve (12) months upon budget appropriation and full execution of agreement between Cass County and Market Van Buren, will rebrand to create a more inclusive name and brand reflective of its new long-term relationship with Cass and Van Buren counties.

Materials and Expenses: Contractor shall be responsible for all materials and expenses incurred by Contractor while performing services under this agreement unless otherwise agreed upon by Cass County.

Contractor Status: Cass County retains Contractor only for the purposes and to the extent set forth in this agreement. Contractor (vendor) status shall be that of an independent vendor and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions pertaining to fringe, bonus, pension, or similar benefits to employees. No employee right shall rise or accrue as a result of performance of this Agreement.

State and Federal Taxes: The County will not withhold FICA or make FICA payments on Contractor's behalf, or make state or federal unemployment compensation contributions on Contractor's behalf or withhold state or federal income tax from payments. Contractor shall pay all applicable taxes incurred while performing services under this Agreement.

Indemnification: Contractor shall defend, indemnify and hold harmless Cass County and its officers, directors, employees, agents, successors and permitted assigns (each, a "Cass County Indemnitee") from and against all all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") awarded against a Cass County Indemnitee in a final judgment arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Contractor or Contractor personnel.

Cass County shall defend, indemnify and hold harmless Contractor and Contractor's affiliates and their officers, directors, employees, agents, successors and permitted assigns (each, a "Contractor Indemnitee") from and against all Losses awarded against a Contractor Indemnitee in a final judgment arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Cass County.

The party seeking indemnification under this section shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnified party may participate in and observe the proceedings at its own cost and expense.

Modifying the Agreement: This Agreement can only be modified by a written modification signed by both parties.

Compliance with Applicable Federal, State, and Local Requirements: Contractor is responsible for compliance with all federal, state, and local laws and regulations which in any manner affect the work or performance of this Agreement and shall at all time carefully observe and comply with all rules and regulations.

Notices: All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express service that provides written communication of delivery to: 32849 Red Arrow Highway, Suite 100, Paw Paw, MI 49079

No Partnership: This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on the behalf of the County.

Assignment with Delegation: Contractor may not assign or subcontract any rights or obligations under this Agreement without the County's prior written approval.

For Cass County:

Jeremiah Jones, Chairman – Board of Commissioners
Cass County
120 N Broadway
Cassopolis, MI 49031

For Market Van Buren:

Luke Barber, Chairman of the Board
Market Van Buren
32849 Red Arrow Hwy, Ste 100
Paw Paw, MI 49079



Addendum – EXHIBIT 1 Annual Fee Schedule

Exhibit 1 is an addendum to the Agreement between Cass County and Market Van Buren (hereinafter referred to as “Contractor”) for services provided to Cass County for economic development.

1. ANNUAL FEE

- a. October 1, 2023 – September 30, 2024
 - i. \$115,000
- b. October 1, 2024 – September 30, 2025
 - i. \$117,300
- c. October 1, 2025 – September 30, 2026
 - i. \$119,646

If both parties jointly agree to the contract extension outlined in the agreement, the following annual fee schedule will apply for the additional 3-year extension.

- d. October 1, 2026 – September 30, 2027
 - i. \$122,039
- e. October 1, 2027 – September 30, 2028
 - i. \$124,480
- f. October 1, 2028 – September 30, 2029
 - i. \$126,969

2. TERMINATION

Either party may terminate the Agreement at any time without just cause by giving the other party one hundred and twenty (120) days’ written notice. This includes intent to not extend agreement past the end date. The County shall, within thirty (30) days after termination, make the due payment to Contractor for the services rendered for any time periods prior to the date of termination. Any fees owed by Contractor shall be prorated to the date of termination.

3. FISCAL CORRESPONDENCE

All matters regarding fiscal correspondence will be directed to Kinexus Group at: invoices@kinexus.org or mailed to 330 W. Main Street #100, Benton Harbor, MI 49022.

4. SIGNATORIES

In witness whereof, the parties, through their authorized representatives, sign their names as evidence of their approval of this fee schedule.

FOR CASS COUNTY:

FOR MARKET VAN BUREN:

Signature

Date

Jeremiah Jones, Board Chairman
Cass County
120 N Broadway
Cassopolis, MI 49031

Signature

Date

Luke Barber, Board Chairman
Market Van Buren
32849 E. Red Arrow Hwy, #100
Paw Paw, MI 49079



CASS COUNTY BOARD OF COMMISSIONERS

TO: Board of Commissioners

FROM: Matthew Newton, County Administrator

DATE: September 21, 2023

RE: FY 23 Budget Amendments

REQUEST:

Approve FY 23 Budget Amendments as presented.

BACKGROUND:

We received guidance from our auditor following the FY 22 audit that fiscal year budget amendments should be completed during the year in which they occur. To accommodate for this change, please find the proposed budget amendments for FY 23 attached. For each adjustment proposed, corresponding cause or description is included. Please note, in the attached amendments, no increase in fund balance allocation from the General Fund is required.

REVIEWS:

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

Administration

FINANCIAL ANALYSIS:

General Fund – No fund balance allocation increase, expenditures offset by increased revenue.

Social Welfare Fund – Expenditure offset by transfer In

CDBG Fund– Fund Balance Allocation of \$5,000.00 – funding is restricted to CDBG Program

CPL Fund– Fund Balance Allocation of \$4,000.00

LCO Training Fund – Fund Balance Allocation of \$5,000.00

911 Dispatch Training Fund – Expenditure offset by increased revenue

RECOMMENDATION:

Approve FY 23 Budget Amendments as presented.

Adjustments Requiring BOC Approval - Sept 21, 2023:

Account #	Fund / Dept	Account Name	Cause	R = Revenue		Increase	Decrease
				E = Expense			
101-648-820.000	Medical Examiner	Medical Examiner Fees	Increased deaths/autopsies in Sept	E		25,000	
101-000-569.312	Revenues	Secondary Road Patrol Grant	Adjusting to match grant agreement	R		5,227	
101-316-967.000	Secondary Road Patrol	Equipment	Adjusting to match grant agreement - new dual antenna radar	E		2,986	
101-294-701.000	Probate Court	Salaried Wages	Judge Bealors salary adjust by State after budget set	E		10,000	
101-301-718.000	Sheriff	Retirement	Retirement cost higher than anticipated	E		100,000	
101-426-701.000	Emergency Management	Wages	Wages are very close, this covers salaries, retirement, fica, insurance, etc	E		1,000	
101-430-701.000	Animal Control	Wages	Wages are very close, this covers salaries, retirement, fica, insurance, etc	E		1,000	
101-000-569.304	Revenues	Probate Judge Salary	Increase in wages = Increase in revenue for reimbursement	R		27,400	
101-000-665.000	Revenues	Interest Income	Interest higher than expected	R		45,150	
101-000-665.002	Revenues	Interest Income - Michigan Class	Interest higher than expected	R		62,709	
101-966-995.061	Transfer Out	Transfer to Social Welfare Fund	Additional board members taking per diems & mileage reimbursement	E		500	
290-670-860.000	Social Welfare Fund	Mileage & Per Diems	Additional board members taking per diems & mileage reimbursement	E		500	
290-000-699.051	Social Welfare Fund	Transfer In - General Fund	Additional board members taking per diems & mileage reimbursement	R		500	
251-694-802.000	Community Development Block Grant	Miscellaneous Services	Expending previous years program income	E		5,000	
251-000-699.050	Community Development Block Grant	Fund Balance Allocation	Expending previous years program income	R		5,000	
263-215-702.000	Concealed Pistol Licensing Fund	Full Time Wages	Wages were slightly higher than budgeted	E		4,000	
263-000-699.050	Concealed Pistol Licensing Fund	Fund Balance Allocation	Wages were slightly higher than budgeted	R		4,000	
264-362-702.000	Local Corrections Officers Training Fund	Full Time Wages	increased training utilized from training fund	E		5,000	
264-000-699.050	Local Corrections Officers Training Fund	Fund Balance Allocation	increased training utilized from training fund	R		5,000	
276-000-569.000	911 Dispatch Training Fund	State Grant	increased training utilized from training fund	R		5,000	
276-000-665.000	911 Dispatch Training Fund	Interest	setting budget for interest	R		200	
276-301-960.000	911 Dispatch Training Fund	Miscellaneous Services	increased training utilized from training fund	E		5,200	