

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF ANN ARBOR AND THE ECONOMIC DEVELOPMENT
CORPORATION OF THE CITY OF ANN ARBOR**

_____, 2023

This Memorandum of Understanding (“MOU”) between the City of Ann Arbor (“City”), a Michigan municipal corporation, the address of which is 301 East Huron Street, Ann Arbor, Michigan, and The Economic Development Corporation of the City of Ann Arbor (“EDC/AA”), a Michigan public body corporate, the address of which is 301 East Huron Street, Ann Arbor, Michigan, is entered into effective as of _____, 2023.

The background and basis for this MOU are as follows:

The EDC/AA was formed in 1978. It has issued many tax-exempt private activity revenue bonds for various projects in the City. It has determined that there are additional ways it may assist the City in addressing matters related to economic development. It is believed that having a framework between the two bodies in place that contemplates a closer association between the two entities would facilitate identifying and implementing such additional roles and services.

This MOU is independent of the agreement between the City and A2 SPARK (“SPARK”) or any successor agency pursuant to which comprehensive economic development services are provided for the City. However, there are matters related to economic development which fall outside the scope of such agreements. It is for these that the EDC/AA may provide useful assistance for the benefit of the City.

Accordingly, the parties agree as follows:

1. The City and the EDC/AA are closely associated under the provisions of the Michigan Economic Development Corporations Act (1974 Public Act 338, MCL 125.1601-1636) but are independent entities.
2. The activities and services to be performed by the EDC/AA with or for the City shall be as agreed upon from time to time by the Board of the EDC and the City Administrator. This MOU and the contemplated activities and services shall be administered on behalf of the City by the City Administrator or designated staff who shall be responsible for all City actions, approvals, and reviews. The EDC/AA shall cooperate with the City Administrator and City staff in their implementation.
3. Certain services to be provided by the EDC/AA for the City may be performed by employees of the City. Any such work shall be performed under the direction of the City Administrator consistent with terms and conditions deemed satisfactory by the parties and in accordance with City ordinances, policies, and procedures.
4. Subject to Section 5 hereof, the EDC/AA shall not discriminate on the basis of race, religion, color, national origin, gender, disability, age, sex, height, weight, sexual orientation or preference, or marital, parental, or veteran’s status in its programs and activities and shall comply with all applicable City laws and policies regarding nondiscrimination including Chapter 112 of the City Code.
5. The parties recognize and agree that no services or actions may be undertaken by the EDC/AA

which would in any manner limit or adversely impact the issuance of its private activity revenue bonds.

6. The EDC/AA has established an affiliated Michigan nonprofit corporation in order to enhance its abilities in carrying out its expanded roles and services. The parties acknowledge that references to undertakings by the EDC/AA hereunder refer equally to said nonprofit corporation. It shall be utilized where deemed appropriate depending upon the nature of the service or role together with any legal or other considerations.

7. The parties shall work cooperatively to take into account the manner in which any issues of liability, insurance, indemnification and financial management are to be addressed.

**The Economic Development Corporation
of the City of Ann Arbor**

Sally Petersen, President

Jan Davies McDermott, Secretary

City of Ann Arbor

Christopher Taylor, Mayor

Jacqueline Beaudry, City Clerk

Approved as to substance

Milton Dohoney Jr.,
City Administrator

Approved as to form

Atleen Kaur,
City Attorney