

SERVICE AGREEMENT

This Agreement is made with an effective date of September 1, 2020, by and between the Manistee Area Chamber of Commerce, a Michigan non-profit corporation (hereinafter "Contractor") of 11 Cypress Street, Manistee, MI and the Manistee Downtown Development Authority, a public body corporate established through City of Manistee Ordinance and MCL 125.4201 *et seq.* (hereinafter "DDA"), of 70 Maple Street, Manistee, MI.

WHEREAS, the DDA desires retain Contractor to perform certain "Duties and Responsibilities" in connection with the operation of the DDA and the Contractor desires to provide the service to the DDA; and

WHEREAS, the DDA and Contractor desire to specify and define the scope of work to be completed, reporting requirements, and the compensation to be paid by the DDA to the Contractor for the agreed upon services.

1. Contractor's Duties & Responsibilities

- a. Manage relevant administrative aspects of the Downtown Development Authority, including, but not limited to, purchasing, accounts payable and accounts receivable functions, record keeping, budget development, accounting, and preparation of all reports required by the DDA Board. Oversee the development of periodic status reports on receipts and expenditures for use in monitoring the DDA's finances.
- b. Board and Committee Meetings::
 - i. Prepare Board and Committee Meeting Agendas;
 - ii. Attend Board and Committee meetings as directed by the Board or Committee Chairperson;
 - iii. Prepare Board and Committee Meeting Minutes, if directed to do so by the Board or Committee Chairperson;
 - iv. Present pertinent data and researched information to aid the Board and/or Committee in making decisions and establishing policies; and
 - v. Carryout decisions of the DDA Board.
- c. Respond to inquiries from the City, businesses within the DDA District, general public, and media with regard to DDA matters. Work to provide all prospective business owners with the proper information and contacts necessary to proceed with making a new business successful within the DDA District.

- d. Present periodic reports to the Manistee City Council and City Manager, as requested by the City Manager.
- e. Oversee and participate in the preparation of the DDA annual budget. Responsible for monitoring the annual budget throughout the fiscal year and presenting the budget to the Manistee City Council
- f. Administer, monitor and assist with all projects approved by the DDA Board.
- g. Work closely with the DDA's Accountant to maintain an accurate financial statement.
- h. Oversee the management and maintenance of all properties owned by the DDA.
- i. Maintain all DDA official office files.
- j. Monitor the accuracy of the DDA website and all public notice mechanisms used by the DDA.
- k. May represent the DDA board at various meetings and events. May speak on behalf of the DDA Board and routinely serve as a resource on existing Downtown District policies and procedures.
- l. Coordinate independent contractual and professional services and oversee performance.
- m. Research the availability and conditions of grant funding and participate in the application process. Responsible for all monitoring and reporting requirements of grants secured by the DDA.
- n. Responsible for administering and monitoring all requirements imposed on the DDA by Local, State and Federal government entities. Specifically, shall ensure DDA's compliance with all reporting requirements imposed by 2018 PA 57 (MCL 125.4911), and all other past and future statutes and regulations.
- o. Manage the DDA Downtown Dollars program or a similar program.
- p. For DDA events:
 - i. Event Chair or Board Members shall handle marketing, volunteer management, event setup and clean up, fund raising, etc.;
 - ii. Contractor shall handle administrative tasks – create invoices, prepare checks, draft/review/execute contracts (with Board approval when required), etc..
- q. Other duties as assigned by the DDA Board.
- r. As part of the Contractual service to the DDA, Contractor will designate a liaison to report to the DDA Board.

2. Performance Evaluation:

During the first year of the contract, a designated subcommittee of the DDA will quarterly evaluate the Contractor's performance to ensure performance meets expectations. Performance evaluations in years two and three of the contract will be conducted biannually.

3. Price and Terms:

- a. The Contractor agrees to furnish the services as outlined in this Agreement for a period of three years, effective September 1, 2020 and ending August 31, 2023, in accordance with the specifications as outlined in this Agreement. Annual Compensation shall be Seventy-Five Thousand (\$75,000) Dollars paid by the DDA to the Contractor on a pro rata monthly basis.
- b. Invoice verifications and payment will be approved by the DDA Chair and Vice-Chair.

4. Termination:

Either party may terminate this contract by providing ninety (90) days written notice to the other party. Contractor shall be entitled to its prorata compensation through the effective date of termination.

5. Power to Execute Agreement.

The Parties represent and warrant that the person(s) executing this Agreement on behalf of each of them have been fully empowered by their respective governing body to execute the Agreement.

6. Severability.

If any part of this Agreement is declared by any court or administrative body of competent jurisdiction to be null, void, or unenforceable, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, this Agreement's terms are severable.

7. Non-Waiver.

Failure to enforce or insist upon compliance with any of this Agreement's terms shall not constitute a general waiver or relinquishment of any of this Agreement's terms.

8. Headings.

The headings in this Agreement are for convenience only, and shall not be considered a part of, or used in, this document's interpretation.

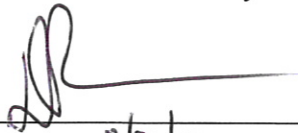
9. Applicable Law.

The Parties acknowledge and agree that this Agreement shall be interpreted in accordance with the laws of the State of Michigan.

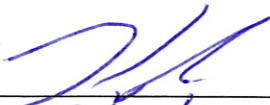
10. Entire Agreement.

This instrument contains the entire Agreement of the Parties relating to the matters herein. Any representation, promise, or condition not incorporated herein shall not be binding upon the parties. Any modifications of this Agreement or waiver of any provision herein contained shall not be binding unless in writing and signed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized officers on the date and year set below:

Signature:  Dennis P. McEntee/
Date: 8/31/20

Manistee Area Chamber of Commerce, Chair

Signature: 
Date: 8/31/2020

Downtown Development Authority, Chair