



Memorandum of Understanding

September 10, 2025

Manistee Downtown Development Authority
400 River Street
Manistee, MI 49660

Email: director@manisteedowntown.com

Agreement Dates:

January 1, 2026

December 31, 2028

This agreement is made with an effective date of 01-01-2026 and between the Manistee Area Chamber of Commerce, a Michigan non-profit trade organization, a 501(c)6 organization (hereinafter "Contractor") of 400 River Street, Manistee, MI, and the Manistee Downtown Development Authority (DDA), of 400 River Street, Manistee, MI.

Whereas the DDA desires to contract for economic development services and the Contractor desires to provide the service to the DDA; and

Whereas the DDA and the 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.

The goal of this contract is to identify and develop projects that enable the DDA to fulfill the goals and objectives articulated in the TIF plan. The collaboration specified in this contract between the DDA and the EDC goes beyond the services provided by the Chamber to the DDA in the executive director's contract.

1. Collaboration and coordination between the EDC and the DDA:

- o The DDA will have representation on the EDC board (either the DDA chair or the chair's designee)
- o The DDA shall receive regular updates (form and format to be developed collaboratively) from the EDC regarding EDC's economic development activities, especially those which may impact conditions in the DDA district.
- o Representatives of the EDC and the DDA shall meet no less than bi-monthly as part of activities under this contract.

2. Identify and develop new DDA program opportunities.

- o A first activity supporting this objective is to produce a census of DDA district properties, and for each property, the square footage of underutilized space, and the barriers to developing that

space. This information can then be used to design DDA programs to reduce or eliminate the barriers.

- o Other activities to develop DDA program opportunities shall be developed collaboratively.

3. Market and develop large downtown properties/parcels

- o Identify Key Properties.
- o Identify Developers.
- o Identify projects that support TIF plan objectives that require public (i.e., DDA) participation, and present those projects to the DDA.
- o Execution of these tasks will be an ongoing collaboration between the EDC and DDA.

4. Compensation, Term, and Termination of Economic Development Activities.

- a) Compensation. Compensation paid by the DDA is for the performance of services benefiting the DDA. In reporting performance under this agreement, the Contractor shall verify that its expenditures of wages and office expenses directly related to services performed for the DDA under this agreement is equal to or exceed the compensation paid by DDA to the Contractor. Annual compensation during the term of the Agreement shall be twenty thousand (20,000.00) Dollars. Invoice verifications and payments will be managed by the DDA Director. Compensation shall be paid by the DDA to Contractor monthly, upon receipt of detailed invoicing of services rendered/or to be rendered in the month.

- b) Term. The Contractor agrees to furnish the economic development services as outlined in this agreement for a period of one year (with annual rate negotiations) and ending in accordance with the specifications as outlined in this Agreement.

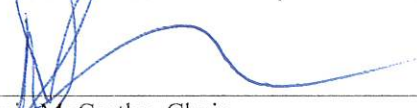
Termination. Termination of the contract occurs with a 60-day notice by either party. Notice of contract termination will be in writing.

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



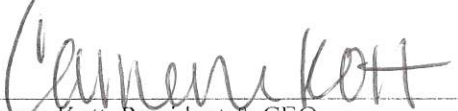
Kyle Mosher, Chair
Manistee Downtown Development Authority

9/27/2025
Date



Dennis McCarthy, Chair
Manistee Area Chamber of Commerce

9/17/25
Date



Carmen Kott, President & CEO
Manistee Area Chamber of Commerce

9/17/2025
Date