

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement, made and entered into this 19th day of October, 2020, hereinafter referred to as the "Agreement", by and between the **Mount Clemens Downtown Development Authority**, hereinafter referred to as the "DDA", and the **City of Mount Clemens**, a Michigan Municipal Corporation, hereinafter referred to as the "City".

WHEREAS, the DDA pursuant to MCL 125.1655 and Mount Clemens Ordinance 14.300 et. seq., may employ and fix the compensation of an Executive Director, subject to the approval of the Mount Clemens City Commission, and employ such other personnel it deems necessary; and

WHEREAS, the DDA is seeking the services of an Executive Director and support staff, and the City is willing to provide such services; and

WHEREAS, the DDA is also seeking website and social media marketing services, and the City is willing to provide such services.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the receipt and sufficiency of which are acknowledged, the DDA and City hereby agree as follows:

1. The DDA contracts City to serve as Executive Director and support staff, including website and social media marketing services, and the City agrees to serve in said capacity, effective November 1, 2020.

2. The Executive Director shall supervise and be responsible for the preparation of plans and the performance of the functions of the DDA in the manner authorized by law. The Executive Director, and/or its designee, shall attend the meetings of the DDA board and shall provide to the board and the Mount Clemens City Commission, information and reports as requested concerning the activities and financial condition of the DDA, including annual budgets for the operation of the DDA for the ensuing fiscal year.

3. The DDA shall pay the City for its Executive Director and support staff services, the annual sum of Twenty Thousand (\$20,000.00) dollars, the same to be paid in equal monthly installments, and for website and social media marketing and support staff services, the annual sum of Ten Thousand (\$10,000.00) dollars, to be paid in equal monthly installments.

4. The City shall be responsible for the assignment of personnel to staff the Executive Director, website and social media marketing staff positions and to maintain a DDA office, including but not limited to dedicated e-mail address, telephone number, website and public office hours.

5. The City shall provide the services to be performed herein with that degree of care, skill and professionalism ordinarily exercised by an Executive Director and support staff of a Downtown Development Authority, as well as that degree of care, skill and professionalism ordinarily exercised by a website social media marketing staff of a Downtown Development Authority.

6. The DDA shall pay all costs and expenses associated with the training or professional development of the Executive Director and/or support staff directly attributable to the services to be provided hereunder.

7. The City's services shall be at will, and may be terminated by the DDA at any time with or without cause, upon thirty (30) days written notice. The City may terminate its services at any time with or without cause upon one hundred twenty (120) days written notice.

8. The DDA shall indemnify and hold harmless the City from any and all claims, lawsuits, losses, damages or injury to persons or property of whatever kind and nature, whether directly or indirectly arising from an alleged act or omission in the performance of its duties or responsibilities as Executive Director and/or website and social media marketing staff services. Nothing provided in this agreement shall be construed as a modification or waiver of any immunity afforded by law to the City and/or the DDA.

9. This agreement contains the entire agreement between the parties hereto, and the terms of this agreement are contractual and not a mere recital. This agreement incorporates all prior agreements and promises between the parties, whether written or oral.

10. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nonetheless remain in full force and effect.

11. This agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

12. This agreement shall, in all respects, be governed by and construed in accordance with the substantive federal laws of the United States and the laws of the State of Michigan, and venue for any dispute shall lie in Macomb County, Michigan.

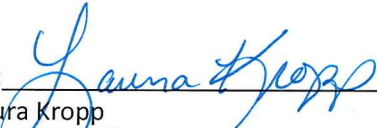
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**Mount Clemens Downtown Development
Authority, "DDA"**

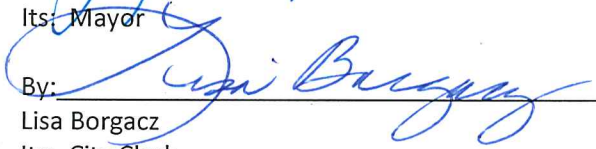
By: 

Stephen Saph, Jr.
Its: Chairman

City of Mount Clemens, "City"

By: 

Laura Kropp
Its: Mayor

By: 

Lisa Borgacz
Its: City Clerk