Agreement for Services
Between
City of Madison Heights Downtown Development Authority and Madison Heights/Hazel Park Chamber of Commerce

This Agreement between the City of Madison Heights Downtown Development Authority (hereinafter "DDA") and the Madison Heights/Hazel Park Chamber of Commerce (hereinafter "MHHP") for the period starting January 01, 2026 – December 31, 2026.

RECITALS

The DDA shall pay the MHHP for the services described below billed at a rate of $75 per hour, for a total not to exceed **$3,000,** payable quarterly in equal amounts of $750 in January, April, July and October.

PURPOSE

Per this Agreement, the MHHP will provide the following services with funds paid by the DDA to MHHP:

- Small Business Saturday Event Planning and Support (6-hours)
- Downtown Day Event Planning, Support & Advocacy (5- hours)
- General Downtown Business Retention, Expansion & Attraction Support (8-hours)
- DDA Committee Meetings (6-hours)
- Special Events & Fundraising Support (15- hours)

REQUIRED REPORTING

The MHHP shall provide the following reports to the DDA:

- By December 31st of each year an Annual report including a presentation to DDA:
    - Summary and analysis of the services provided to the DDA by the MHHP.
    - Performance Measures demonstrating the impact the MHHP has made with DDA events, and business support services such as:
        - Number of business retention, attraction and expansion related activities completed.
        - Volunteers recruited, and funds raised for DDA events.
    - Financial Reporting and Inspection including:
        - List of Board members, their occupations, and years on the Board;
        - MHHP annual financial statements showing the previous year expenses and revenues;
        - Current and projected budgets (total organization and individual programs provided to the DDA under this Agreement). The DDA's report shall include the DDA funds expended compared to overall project funds.

- A Quarterly Report of the services performed within that time including summary of the impact the MHHP has made with DDA events and business support services as described as well as the MHHP current budget and fund balance.

GENERAL PROVISIONS

1. **Amount of Agreement** - Subject to the terms and conditions of this agreement, the DDA agrees to provide funds in the amount specified above.

3. **Termination** - The DDA may terminate this Agreement for any reason after providing 30 days written notice to the MHHP and the DDA may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of the Agreement, stopping quarterly payments on or demanding a return of the funds, payment of interest earned on funds or declaration of ineligibility for the receipt of future payments.

4. **Amendments**. The terms of this Agreement will not be waived, altered, modified, supplemented, or amended in any manner except by a written instrument signed by the parties. Such written modification will be made a part of this Agreement and subject to all other Agreement provisions.

5. **Indemnity**. MHHP agrees to defend, indemnify and save DDA, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, and/or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by MHHP (including but not limited to, MHHP employees, agents, and others designated by MHHP to perform work or services relating to MHHP obligations under the terms of this Agreement). MHHP shall not be held responsible for damages caused by the negligence of DDA or anyone acting on behalf of the DDA.

6. **Insurance**. MHHP shall, at its own expense, at all times for twelve months from the date of this Agreement, maintain in force a comprehensive general liability and workers' compensation policy. The liability under such policy shall be a minimum of $500,000 per occurrence (the combined single limit for bodily injury and property damage claims) or $500,000 per occurrence for bodily injury and $100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" not "claims" basis. The City of Madison Heights, its officers, employees, and agents shall be named as additional insured.

7. **Notices and Representatives**. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties. City of Madison Heights Downtown Development Authority- Giles Tucker, DDA Executive Director, 300 W. 13 Mile Road, Madison Heights, MI 48071. MHHP President 300 W. 13 Mile Road, Madison Heights, MI 48071.

This Agreement constitutes the Entire Agreement between the parties. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver, or terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below or their authorized representatives, acknowledge having read and understood the Agreement, and the parties agree to be bound by its terms and conditions.

City of Madison Heights
Downtown Development Authority

Signature: _____

By: Giles Tucker

Title: MHDDA Executive Director

Date: 7/14/26

Madison Heights/Hazel Park
Chamber of Commerce

Signature: _____

By: Phyllis Renaud Sherwin

Title: President

Date: 7/14/26