

Downtown Development Authority of City of Madison Heights

Memorandum

Date: December 21, 2022

To: Downtown Development Authority Board Members

From: Giles Tucker, Community Development Director

Subject: Amendment to MHDDA & MHHP Chamber Service Agreement

The Chamber of Commerce has approached both Hazel Park and Madison Heights with services agreement to assist in coordinated marketing and promotion related activities and events for each of these communities. The City of Hazel Park and its DDA has contributed \$15,000 and the City of Madison Heights has contributed \$10,000 in their own service agreements. At our Special Meeting on October 18th the DDA approved a Service Agreement between the MHDDA and the MHHP Chamber to assist in coordinated marketing and promotion related activities for a total payment of \$5000 paid quarterly to the MHHP Chamber.

At our meeting on November 15th an amendment to this approved Service Agreement was brought before the board for consideration that would increase payment in the service agreement between the MHDDA and the chamber to \$10,000 annually. There was a considerable amount of board members absent for this meeting, so the board decided to table the matter to allow a greater number of board members to weigh in on this item.

**Agreement for Services
Between
DDA of Madison Heights
and
Madison Heights/Hazel Park Chamber of Commerce**

This Agreement between the Madison Heights Downtown Development Authority (hereinafter “DDA”) and the Madison Heights/Hazel Park Chamber of Commerce (hereinafter “MHHP”) for the period starting October 18, 2022 – September 30, 2023.

RECITALS

The DDA shall pay to the MHHP **\$10,000** for business and event services rendered by the MHHP to the DDA, upon DDA Council approval, payable quarterly in equal amounts of **\$2,500** in October, January, April, and July. Said amount may be adjusted each year as determined by the amount of inflation or deflation or services being requested as approved by the DDA Council during the DDA’s budget process, no later than the third Monday in May for the upcoming October 1st start period.

PURPOSE

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

- Coordinated marketing and promotions for DDA area specific business-related activities - this specifically includes Small Business Saturday, Downtown Day, and grand opening events for all new DDA businesses.
- General business inquiries related to various topics for DDA issues or services
- Training for local businesses and coordination with Oakland County Small Business Services.
- Develop and provide accurate and timely information to assist businesses interested in locating, expanding, or remaining in the DDA area.
- Coordinate with appropriate other agencies, governments, and non-profits to assist in business retention and expansion including Madison Heights Downtown Development Authority.
- Coordinate and contract with appropriate other agencies, governments, and non-profits to assist in business location decisions.
- Develop and maintain strong working relationships with agencies and governments that provide financial and technical assistance or training to businesses.
- Assist in one (1) DDA specific promotional event annually as determined by the DDA.
- Assist to market and promote festivals and events held by the DDA.

REQUIRED REPORTING

The MHHP shall provide the following reports to the DDA:

- By January 31 of each year an Annual report including a presentation to DDA Council:
 - Summary and analysis of the specific steps taken to by MHHP to perform the tasks in this Agreement.

- Performance Measures. The MHHP shall include data that measures its success in economic development in the DDA. At a minimum, MHHP will include data that describes the total number of businesses in the DDA and the total MHHP members by area. The DDA will assist in providing this data to the MHHP. The Annual report will analyze and describe how tasks identified in this Agreement effects of MHHP activities and services to businesses.
- 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 Monthly Summary Report of DDA businesses that received direct assistance from the MHHP for business-related questions, training, retention or expansion. This Summary Report should include the total number of businesses that contacted the MHHP or that were contacted by the MHHP.
- A Quarterly Report on the variety of specific promotional activities executed for the purpose of attracting businesses or business customers to the DDA. The Quarterly Report should include a description of the specific promotional activities, including samples of promotional material and financial report of individual promotional activities.

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. **Default** - If MHHP fails to remedy any material breach of any of MHHP obligations under the terms of this Agreement within 30 days of receipt of written notice from the DDA of the breach, the DDA may terminate this Agreement 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 DDA 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. DDA of Madison Heights- Melissa Marsh, DDA Manager 300 W. 13 Mile, 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.

DDA of Madison Heights

By _____

Title _____

Date _____

By _____

Title _____

Date _____

Madison Heights/Hazel Park Chamber of Commerce

By _____

Title _____

Date _____