

Services Agreement

between

The County of Alpena and Alpena DDA Development Corporation

This Agreement dated the ____ day of _____, 2023, by and between the **County of Alpena**, whose address is 720 W. Chisholm Ave, Suite 7, Alpena, MI 49707 (hereinafter called the "County"), and **Alpena Downtown Development Authority**, a Michigan Non-Profit Corporation, whose address is 124 E. Chisholm Street, Alpena, MI 49707 (hereinafter called "Alpena DDA") provides for the provision of funding by the County in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

I. RECITALS

- A. The County of Alpena has approved funding in its 2023 fiscal year in the amount of \$2,500 to the Alpena DDA and agrees to funding of \$5,000 per year for the remainder of the term of the agreement. Subsequent funding by the County will be dependent on Alpena DDA's performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future County budgets.
- B. Alpena DDA, in return for the funding provided by the County, agrees to provide services to the County in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the County to Alpena DDA shall be used only for the purposes set forth in this Agreement and general administrative functions of Alpena DDA necessary for it to operate and perform the specific activities included in the Scope of Services.

II. TERM OF AGREEMENT

This agreement shall commence on Jul 1, 2023, and expire on December 31, 2027.

III. CONTRACTUAL ACTIVITIES

Alpena DDA shall perform those services and activities specified in the attached Scope of Services.

IV. MONITORING REPORTS

- A. Alpena DDA shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement. These reports shall be submitted no later than June 10 (Semi-Annual), January 10 (Combined Semi-Annual and Annual). Reports shall cover the following periods:
- January-June
 - July-December
- B. Written reports shall be submitted to the County Administrator for distribution to other County staff as necessary and to the County Board of Commissioners. Additionally, the Alpena DDA Executive Director and/or Board President shall present semi-annual and annual reports to County Board of Commissioners at the direction of the County Administrator.

V. PAYMENT SCHEDULE & FAILURE TO PERFORM

- A. Payments shall be made semi-annually in January and July following the Ways & Means Committee meeting of the County Board of Commissioners meeting of that month.
- B. Alpena DDA shall submit an invoice with the required July Combined Semi-Annual/Annual Report and the January Semi-Annual Report. The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous year).
- C. Payments shall be equal to one-half (1/2) of the Agreement amount, unless modified by the County in accordance with Paragraph D below.
- D. In the event the County determines that insufficient progress has been made on any of the activities included in the Scope of Services, the County shall provide written notice to the DDA of the specific deficiencies. Within fifteen (15) days of receipt of the notice the DDA shall notify the County in writing that the deficiencies have been corrected to the County's satisfaction or provide a plan acceptable to the County for rectifying the deficiencies. If the issues are not corrected by the DDA within the initial fifteen (15) day period the County may withhold up to 15% of the payment until such explanation is received and accepted by the County as adequately addressing the issues raised. If the matter remains unresolved the County may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the County or terminate the Agreement in accordance with Section VI below.

VI. TERMINATION OF THIS AGREEMENT

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.
- B. In the event the Agreement is terminated, the Alpena DDA shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. The Alpena DDA shall submit a detailed invoice of those services and payment shall be made by the County within thirty (30) days. The County reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

VII. AMENDMENTS TO THIS AGREEMENT

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current County budget and approval of a corresponding budget amendment by County Council.

VIII. GENERAL CONDITIONS

- A. Assignability
The Alpena DDA shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the County of Alpena.
- B. Continuing Right of Enforcement
Failure of the County to enforce at any time any of the provisions of this Agreement, or require at any time performance by the Alpena DDA of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the County to enforce its provisions.
- C. Disclaimer and Hold Harmless Clause
The Alpena DDA agrees to protect, defend, indemnify and hold harmless the County, its officers, and agents from and against any and all losses, penalties, damages,

settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the County or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Alpena DDA further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

D. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Agreement to the contrary, the Alpena DDA shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Alpena DDA, or any disallowed cost. (Disallowed costs will include any activities not included within the attached Scope of Services, unless approved by the County Manager prior to being conducted.) The County shall have the right to demand of the Alpena DDA, within a period of time specified by the County, the return of any Agreement funds used for such disallowed costs, and the Alpena DDA agrees to comply with such demand.

E. Bonding

The Alpena DDA shall assure that any officer, director, agent or employee of Alpena DDA who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be bonded in an amount sufficient to cover the value of this Agreement, and which affords protection to the County under the bond.

F. Copyright

If this Agreement results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

IX. AGREEMENT ATTACHMENTS

The following document is hereby made an Attachment to this Agreement:

- A. Attachment A, Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

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COUNTY OF ALPENA,

By: _____

Bill Peterson, Board Chair
County Board of Commissioners

By: _____

Mary Catherine Hannah, County
Administrator

ALPENA Downtown Development Authority,

By: _____

Mike Mahler, Board President

Scope of Services

In consideration for funding provided by the County included in the Services Agreement, the Alpena DDA shall provide the following economic development services and activities related to the development and promotion of Downtown Alpena:

- Lead economic development initiatives within the designated DDA district; including business recruitment, business retention, and small business support
- Assist with the redevelopment of key properties within the DDA district, such as the Vaughn building, Thunder Bay Theatre, the State Theatre, the former Boys and Girls club, the Zolneirek building, the West End laundromat, the previous Big Boy location, or any other buildings or property available for sale or development deemed a priority
- Lead and promote historic preservation activities to encourage the rehabilitation of historic assets within the district
- Serve as a liaison between the Michigan Economic Development Corporation (MEDC) and downtown stakeholders; including arranging stakeholder meetings, alerting business and property owners of grant opportunities, and assisting with grant writing when appropriate for property rehabilitation or business development, such as the Match on Main program
- Manage the DDA Façade Improvement Grant program (\$10,000 per façade with 50% required cash match) and any other programs as they are developed for property owners within the designated DDA district to encourage property renovation and the aesthetic appeal of the district
- Market and promote Downtown Alpena as a destination for locals and visitors; maintain an active digital presence via website and social media, lead print, radio, and digital advertising campaigns, and lead community and collaborative events within the district
- Lead beautification efforts within the DDA district to promote its aesthetic appeal and encourage investment, such as the purchase of hanging flower baskets, planting of trees, purchase of hanging banners, and facilitation of public art projects
- Work collaboratively with the City of Alpena, Alpena Area Chamber of Commerce, Target of Alpena, and County of Alpena to promote the economic development of Downtown Alpena, recognizing its importance as the economic and cultural hub of Northeast Michigan