INTERGOVERNMENTAL CONTRACTUAL SERVICES AGREEMENT

BETWEEN THE YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY AND

CITY OF YPSILANTI

This agreement is made between the **Ypsilanti Downtown Development Authority (“YDDA”) a** Michigan Downtown Development Authority of 1 South Huron Street, Ypsilanti, MI 48197, and the City of Ypsilanti **(“CITY”)** a Home Rule City of 1 South Huron Street, Ypsilanti, MI 48197**.**

**GENERAL RECITALS**

**Legal Authority.** The City is a Michigan Home Rule City and the YDDA is a Downtown Development Authority created by the City. The YDDA is an independent Michigan Authority with Authority powers, including the power to contract. The YDDA in the past has hired a director to administer the Authority but since 2016 these services have been provided by a contract with the City for the administration of the YDDA in the day-to-day operations.

**Conflict of Interest**. Both parties recognize that there could be some inherent conflicts of interest in the performance of this contract. The parties agree that in the event that a conflict of interest of a substantial nature should arise, that either party recognizing such conflict shall notify the other party of the conflict and the parties shall determine a proper course of conduct to settle the conflict, including the hiring of an outside administrator for the YDDA.

The parties have negotiated certain terms of a contractual services agreement in which the City will provide DDA Executive Director and support services to the YDDA.

Nothing in this agreement shall alter the intergovernmental agreement between the DDA and City of Ypsilanti (Resolution No. 2015-248 of November 17, 2015)

**AGREEMENT**

In consideration of the promises of the parties and of the mutual benefits to be derived from the observance of the covenants in this Agreement, the parties agree as follows:

1. **EFFECTIVE DATE.** The parties acknowledge and agree that, the City’s start date shall be February 20, 2022
2. **DUTIES.** The YDDA agrees to contract with the City to carry out the usual duties of a YDDA Executive Director and support staff according to the will, mission, vision, and business set forth by the YDDA Board. The City Economic and Development Department (**Department)** will perform the contract for the City and will be assigned duties and tasks by the YDDA Board and will act in an efficient and conscientious manner and will always exercise discretion and judgment in the best interest of both parties in performance of the duties. The City shall assign employees to perform this contract, including an assigned employee of the Department to regularly attend YDDA Board meetings and sub-committee meetings as requested. The Department will prepare annual budgets and reports as required by statute and law for the approval of the YDDA Board.
3. **SCOPE OF WORK.** The parties will annually create and adopt an agreed scope of work for the City. The YDDA will review and evaluate the City on its performance based on the scope of work.
4. **LENGTH OF TERM AND TERMINATION.** The relationship of the parties shall be of contracting governmental bodies.
   1. The parties agree that the term of this agreement shall be for **24 months** from the starting date of this agreement, unless this agreement is terminated prior to that date as provided herein.
   2. This agreement may be terminated at any time during the term, upon the mutual agreement of the parties.
   3. The City may terminate this agreement by giving 120 days prior written notice to the YDDA.
   4. The YDDA may terminate this agreement by giving 30 days prior written notice and the YDDA shall pay for the entire month in which services were provided.
   5. Either party may immediately terminate this agreement for a material and substantial breach of the contract by the other party, or in the event of a conflict of interest that would prohibit the continuation of the services performed.
5. **CONSIDERATION.** The YDDA shall a base rate of $58,000 per year, payable in even monthly installments to the City. Any adjustments shall be made and based on services received. A 2.5% increase is to be provided annually for the purpose of providing cost of living adjustments to the stipends provided to City staff for carrying out the duties of this contract.
6. **REPORTING REQUIREMENTS.** The City shall provide an accounting of time spent on YDDA activities by Department staff by the last day of each month.
7. **ASSIGNMENT OF PERSONNEL.** The Director of Community and Economic Development (**Director**) shall be responsible for the assignment of personnel to carry out the terms of this agreement and notify the YDDA. The DDA Executive Committee shall have a role in the hiring process for DDA Executive Director. The Director shall notify the YDDA of any personnel changes within thirty (30) days or sooner if possible. The City shall provide staff support of not less than at total combined amount of 30 employee hours per week. Employees of the City shall not be employees of the YDDA and no officer, official, volunteer or employee of the YDDA shall be an employee of the City because of this agreement or the performance thereof.
8. **STANDARD OF PRACTICE.** The City shall perform services on behalf of the DDA in accordance with the standards of professional services and care normally required by an Executive Director of a Downtown Development Authority.
9. **CONFLICT OF INTEREST.** In the case of any direct or perceived conflict of interest, the City shall notify the Chair of the YDDA (**CHAIR**) at the earliest possible time and the Chair and Director will determine if a conflict exists. If a conflict does exist, the Chair will notify the YDDA Board, the Director will notify the City Manager, and the City will withdraw from the particular work and be excused from any situation in which the conflict exists.
10. **TRAINING EXPENSES.** The YDDA shall pay all expenses associated with training or professional development associated directly to the YDDA in addition to the consideration set out above in section 5. The Chair and Director shall agree on the training and professional development.
11. **YDDA OFFICE AND PUBLIC ACCESS.** The City agrees to maintain the YDDA office and create public hours at 1 South Huron Street, Ypsilanti, MI 48197, dedicated email address, dedicated phone numbers, YDDA website, and to have public office hours and accessibility.
12. **IDEMNIFICATION.** To the extent allowed by law, the YDDA shall indemnify and hold the City harmless from any error or omission, tort, professional liability claim, demand, suit or legal action, and will purchase and maintain insurance to defend, save harmless and indemnify the City against the same whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties and responsibilities of this contract, provided the City acted both in good faith and within the scope of duties set out in this contract.
13. **INTERPRETATION OF CONTRACT.**
    1. This Agreement constitutes the entire understanding between the YDDA and the City. There are no oral understandings, terms or conditions and no party has relied on any representation, express or implement, not contained in this Agreement.
    2. This Agreement may be changed only by a written amendment signed by both parties.
    3. If any provision or any portion of this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect.
14. **VENUE AND JURISDICITON**. All venue and jurisdiction for any disagreement dispute or claim concerning this contract shall be in Washtenaw County, Michigan.

IN WITNESS WHEREOF, the undersigned have set their hands:

**For the CITY OF YPSILANTI**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lois Allen-Richardson, Mayor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Andrew Hellenga, Clerk

**For the** **YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patton Doyle, DDA Chair