

CONTRACT FOR SUPPLEMENTAL COMMUNITY  
AND ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the City of Charlotte, a home rule city organized under the laws of the State of Michigan, having its principal place of business at 111 E. Lawrence Avenue, Charlotte, Michigan 48813 (“City”) and CharlotteRising, a non-profit organization, with its principal offices located at 105 S. Cochran Avenue, Charlotte, Michigan 48813 (“Organization”).

WITNESSETH:

WHEREAS, the City recognizes a community need for the provision of supplemental community and economic development services focused in and around the downtown Charlotte, Michigan area; and

WHEREAS, CharlotteRising is a local non-profit organization formed for the express purposes of providing community and economic development services in and around downtown Charlotte, Michigan; and

WHEREAS, the City recognizes the specific efforts of CharlotteRising to improve the economic vitality, appearance, organization and promotion of downtown Charlotte, Michigan as being the services it desires to obtain on behalf of its residents, its business and its downtown property owners; and

WHEREAS, CharlotteRising desires to provide these services through the use paid staff, outside contractual services and volunteer efforts.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants contained herein, the parties hereby warrant and agree as follows:

1. The Organization will provide supplemental community and economic development services focused on the downtown Charlotte, Michigan area.
2. The City shall provide \$25,000 to CharlotteRising for the supplemental community and economic development services valued in the amount of \$25,000, one time each year for a period of five years (a total of \$125,000), beginning in calendar year 2017 and ending with calendar year 2021.
3. The Organization herein acknowledges that the \$25,000 payment for calendar year 2017 and the \$25,000 payment for calendar year 2018 have been made by the City and accepted by the Organization.
4. The Organization shall defend and save harmless the City, its officers, employees, servants and agents from all claims, damages, administrative hearings, lawsuits, costs, expenses, court costs and attorney fees resulting from any acts, omissions or

- negligence of the Organization, its employees, agents, servants or volunteers that may arise in the provision of the museum activities.
5. Except as especially provided, any modifications or amendments to this agreement shall be in writing, made by mutual agreement of the City and the Organization.
  6. The Organization shall not assign or transfer any of its obligations under this agreement without the written consent of the city.
  7. This agreement shall commence on November 1, 2018 and end on June 30, 2021; with individual \$25,000 payments due in calendar years 2019, 2020, and 2021.
  8. No failure or delay on the part of the City in exercising any right, power or privilege under this agreement shall operate as a waiver, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any right power or privilege.
  9. This agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or bind any of the parties.

IN WITNESS THEREOF, the City and Organization have executed this agreement as of the date first written above.