

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 24 day of February, 2021 by and between the CITY OF CHEBOYGAN, State of Michigan, hereinafter referred to as "City" and MCKENNA ASSOCIATES, INC., a Michigan corporation of Northville, Michigan, hereinafter referred to as "Consultant."

WITNESS:

WHEREAS, the City is desirous of preparing its Downtown Development Authority TIF and Development Plan; and

WHEREAS, the City has reviewed and approved the Consultant's proposal dated January 29, 2021;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES.

The Consultant shall perform all the necessary services under this Agreement.

The above services and task end products are specified and described in the proposal to the City by the Consultant, dated January 29, 2021. The Program Tasks on pages six through 11 of said proposal are hereby attached to and made a part of this agreement. The Consultant shall carry out all activities specified in the above-cited proposal in a satisfactory and proper manner as set forth in the proposal.

SECTION 2. END PRODUCTS.

A. DOCUMENT

The Consultant shall provide the City with the following:

1. Maps and Graphics:
 - a. DDA Development Area Boundaries
 - b. Existing Land Use
 - c. Development Project Plan (highlights specific project locations as identified in the Plan)
2. The final Development and TIF Plan and all work elements, maps, tables, charts and products will be compiled in report form. McKenna will provide the City with a digital copy on a flash drive and in .PDF format.

B. MEETINGS

The Consultant shall prepare for and attend up to the following ten (10) meetings:

1. Three (3) working meetings with the DDA Board and Designees.
2. One (1) Strategic Planning Workshop.
3. Four (4) Stakeholder Round Tables.
4. Two (2) Public Hearings with City Council.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. The City shall pay the Consultant for the work as described in SECTION 1. SCOPE OF SERVICES and SECTION 2. END PRODUCTS the amount of Eighteen Thousand Five Hundred Dollars (\$18,500.00).

B. **Additional Services.** For additional professional services provided to the City, at the City's request, as described in Section 3. and which are beyond the Scope of Services and End Products described in Sections 1. and 2., above, including attendance at additional meetings or other services, the Consultant shall be compensated on an hourly basis as follows:

Professional Classification	Rate Per Hour*
President	\$150
Executive or Senior Vice President	\$140
Vice President	\$135
Director	\$125
Senior Principal or Manager	\$120
Principal	\$115
Senior	\$100
Associate	\$90
GIS Specialist	\$85
Assistant	\$85
Intern	\$75
Administrative Assistant	\$75
Consultation, preparation for, and sitting as expert witness in legal matters.	\$200

* Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone.

These rates do not include photography, large scale versions of maps or graphics, outside reproduction including copies of the bound document, document or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate.

These hourly rates are valid through December 31, 2021, after which they may change per classification by a percentage equal to the increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.

- C. **Payment.** Payment for services shall be monthly based upon Consultant's estimated percent complete and a description of services performed. Consultant shall submit an invoice, and the City shall within thirty (30) days satisfy itself as to the performance of such work and pay the amount for services and reimbursement requested by the invoice.

SECTION 4. CITY DATA AND SERVICES TO BE PROVIDED TO CONSULTANT.

If requested by the Consultant and if available, the City shall furnish the following in digital format, or paper format if no digital version is available, without charge to the Consultant:

- A. Copies of previous Planning Commission minutes.
- B. Planning Commission agenda packages submitted to the Consultant prior to the meeting.
- C. One set of the most recent aerial photos (with property lines) of the City, as available from County or Regional Agencies.
- D. Copies of previously prepared plans, maps and ordinances, economic development data or economic studies, as applicable.
- E. Updated assessment and ownership data, tax maps, and other basic data to be gathered and/or made available from City and County files, as may become available.
- F. Information on utilities, both public and private, applicable records, minutes, agendas, base maps, tax maps, environmental data and other basic data to be gathered and/or made available from City files.
- G. Any professional, legal or accounting services connected with the project and the costs of publication, postings, notices and mailings. The City shall be responsible for all scheduling and notification of meetings.
- H. — Information available to the City from State, regional, and local data sources.

SECTION 5. SERVICES.

The City hereby engages the services of the Consultant to perform the duties, provide the information, prepare such materials and render such advice as are fully described herein.

SECTION 6. TIME.

The Consultant shall complete work required and described in this Agreement within six (6) months of authorization of this agreement, according to a mutually agreed upon schedule, unless the City and Consultant mutually agree to alter the timeline

SECTION 7. ACCEPTANCE.

Consultant hereby agrees to perform the services described herein.

SECTION 8 - EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Contract or against any applicant for such employment because of race, color, religion, sex or nation origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

SECTION 9. OWNERSHIP OF DATA.

All reports, charts, maps, and graphics shall become the property of the City, and shall not be furnished to any other party without written permission of the City.

SECTION 10. COMPLIANCE WITH ALL LAWS

In performance of this agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker's Compensation, and to obtain any and all permits applicable to the performance of this agreement.

SECTION 11. NO CONFLICT OF INTEREST.

During the term of this contract, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the City, or for which a conflict between the City and Consultant would be created, without the prior written consent of the City.

SECTION 12. COMPLIANCE WITH CODE OF ETHICS.

The consultant agrees it shall be bound by the American Planning Association Code of Professional Ethics.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement the day and year first above written.

WITNESS:

CHEBOYGAN, MICHIGAN

Thomas E. Eustis

By: *Kurt A. Duzkowski*

By: _____

Gina Sloan

McKENNA

By: *John R. Jackson*
_____ *John R. Jackson, AICP, President*