**MANAGEMENT AGREEMENT**

**THIS AGREEMENT** (“*Agreement*”) is made as of the \_\_\_\_ day of \_\_\_\_, 2019, between **Fondren Renaissance Foundation, Inc.**, (“*FRF*”), and **Historic Fondren Business District, Inc.** (“*Fondren BID*”) where each may be individually referred to as a “*Party”* or collectively as the “*Parties*”.

**RECITALS**

**WHEREAS**, in accordance with Miss. Code Ann. §§ 21-43-101, *et seq.,* (“*Applicable Law*”), a contiguous group of non-residentially zoned property owners (“*Owners*”) within the designated area (“*District*”) formed a business improvement district with the adoption of a business improvement district plan (“*Plan*”);

**WHEREAS**, Applicable Law requires that each District designate a nonprofit entity to serve as the district management group for execution of day to day activities of the District and for implementation of the Plan;

**WHEREAS**, the Plan authorized FRF to manage the district management group and in such capacity, FRF caused the formation of Historic Fondren Business District, Inc., a nonprofit entity through which FRF would administer and execute the Plan across the District (such nonprofit referred to herein as the “*Fondren BID*”);

**WHEREAS**, in accordance with the Applicable Law and the Plan, FRF is entitled to charge the Fondren BID reasonable management fees and to seek reimbursement of operational and administrative costs, as well as program implementation fees ( “*Management Fees and Expenses”****)***;

**WHEREAS**, further in accordance with the Applicable Law and the Plan, FRF is empowered to assist the Fondren BID in contracting with outside third party sources and vendors for specialty services to implement the Plan and to render other assistance in executing its management and administrative responsibilities; and

**WHEREAS**, preliminary estimates reflect that collections from the first year’s assessments (in 2020) on the non-exempt property owners within the District and pursuant to the Plan will be approximately $234,000, and it is further expected that, as additional property is added to the assessment roll in future years, collections will increase (“*Assessment Funds*”).

**NOW THEREFORE, IN CONSIDERATION** of their mutual promises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. Each of the Recitals set forth above is incorporated into the body of this Agreement and shall be of full force and effect as if each was recited in full herein, word for word.
2. Calendar Year 2019. Prior to and during calendar year 2019 FRF has performed considerable services for the benefit of the Fondren BID for which it has received no compensation. Due to tasks associated with the non-exempt properties being added to the City and County assessment rolls, which timing is outside the control of both FRF and the Fondren BID, no Assessment Funds will be received and no Management Fees and Expenses will be paid until early 2020. Accordingly and for the avoidance of doubt or misunderstanding among the parties, FRF is under no obligation to provide any further services of any kind or nature, perform any further duties, or expend any further funds to or for the benefit of Fondren BID until such time as it ispaid its Management Fees and Expenses as provided for below. Consistent however with the services FRF has already performed and in the interest of benefitting the entire Fondren community, FRF anticipates that it will continue to assist the Fondren BID on a strictly voluntary basis when and as it is reasonably able to do so, including the voluntary services described in Section 8 below, through the end of calendar year 2019 and until such time as it is paid its Management Fees and Expenses.
3. Assessment Funds. Upon collection of the Assessment Funds by Hinds County, MS and/or the City of Jackson, MS for the benefit of the Fondren BID, all such funds shall be disbursed to the Fondren BID and deposited in a bank account maintained by the Fondren BID; FRF shall be given full access to the funds on deposit in that bank account in order to execute its management and administrative responsibilities for the Fondren BID. The Assessment Funds amount for calendar year 2020 is estimated to be $234,000, which amount is expected to increase in future years with the continued development of non-exempt property within the District. In accordance with its bylaws, a current copy of which shall be delivered to FRF, the Fondren BID, with assistance from FRF, shall take such action from time-to-time as is necessary to contract with outside third party sources and vendors for specialty services to implement the Plan, using the following allocations as a general guide for the budgeting of annual expenditures:
   1. Public Safety 50%
   2. Landscaping-Landscaping Maintenance 20%
   3. Management-Administrative (FRF) 15%
   4. Marketing and Wayfinding 2.5%
   5. Economic Development 2.5%
   6. Contingency 10%
4. Retroactive Management Fees for 2019. In exchange for the considerable time and resources expended by FRF in assisting with adoption of the Plan, the creation and organization of the Fondren BID and providing numerous other services to the District in connection with such matters up to and including December 31, 2019 for which it will have received no remuneration, upon receipt of the initial Assessment in early 2020, FRF shall be entitled to the sum of $14,000 to be paid from the “Contingency” line-item of the Fondren BID budget. For the avoidance of doubt, the retroactive payment of $14,000 for services rendered thru December 31, 2019 shall be in addition to the sum FRF is entitled to receive for its “Management-Administrative” services to be performed in 2020.
5. Management-Administrative Services. Beginning in 2020 in its role as manager of the Fondren BID, FRF, acting through its Executive Director and other staff, will act at the direction of the Fondren BID in assisting it in implementing the Plan and managing the District, which tasks may include: bookkeeping responsibilities, including maintaining the Fondren BID’s bank account, balancing its books, preparing monthly financial statements, paying invoices, and preparing and filing tax returns and other required documents; attendance at Fondren BID Board meetings; preparing and disseminating requests for proposals and evaluating responses to those; communications with Owners; communications and attendance at meetings with government officials and interested citizens regarding the Fondren BID; and planning and developing strategies for the economic development of the District per the Plan. The Fondren BID agrees to take such action and execute all documents necessary for FRF to access funds in the Fondren BID’s account in order to pay invoices for the benefit of the Fondren BID in accordance with the terms of this Agreement.
6. Management Fees and Expenses. FRF commits up to 40 hours per month of the time of its Executive Director and staff, to perform the services outlined in Section 5 above, and in exchange for such time and performance FRF shall receive a management fee equal to the greater of $35,000 per year or 15% of the Fondren BID’s total annual revenue. This Management Fee shall include the cost of routine expenditures (i.e., office supplies, postage, telecommunications, etc.); however, FRF shall invoice the Fondren BID separately and in addition to its Management Fee for non-routine administrative expenses (i.e., any expense in excess of $5.00).
7. Excess Time. The Fondren BID shall pay FRF at the rate of $75.00 per hour for any hour (or proportionally for any part thereof) spent by FRF, including its Executive Director, office personnel and bookkeeper, on behalf of the Fondren BID in excess of 40 hours in any one month. Payment for such excess time shall be from funds other than those funds budgeted for FRF’s annual Management-Administrative line item. FRF shall maintain a record of the time it spends on behalf of the Fondren BID and shall notify the president or chairman of the Board of Directors of the Fondren BID each month when the total hours spent that month are approaching 40 hours.
8. Reimbursement for 2019 Expenses for Landscape Maintenance. In order to maintain recently installed landscaping throughout June, July, August, and September 2019 in the District, various Owners have agreed to contribute the requisite $1,000 monthly cost of that maintenance, with the understanding that each contributor will be reimbursed, without interest, for its contribution. FRF has agreed to receive those contributions and pay the contractor. The Fondren BID agrees that upon disbursement to the Fondren BID of the Assessment Funds in 2020, FRF is authorized to reimburse each contributor for its contribution, and that such reimbursements shall be allocated to the Landscaping-Landscaping Maintenance line item for the Fondren BID’s 2020 budget.
9. Invoices and Filings. For its own services and for any specialty services performed by third party vendors, FRF shall ensure that monthly invoices are timely submitted for payment to its outside bookkeeper.
10. Entire Agreement. This Management Agreement contains the entire agreement between the parties hereto with respect to the matters contemplated hereunder and supersede all negotiations, representations, commitments, and agreements prior to the date hereof, whether written or oral. No waiver and no modification or amendment of any provision of this Management Agreement shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.
11. Counterparts; Signatures. This Management Agreement may be executed by signatures delivered electronically and in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
12. Severability. If any provision in this Management Agreement shall be held invalid or unenforceable by an order of any court of competent jurisdiction or as a result of future legislative action, such order or action shall be strictly construed and shall not affect the validity or effect of any other provision herein.
13. Notices. All notices, requests, demands and other communications under this Management Agreement shall be in writing and delivered in person or sent by United States mail, reputable overnight delivery service (e.g., UPS and FedEx), or email and properly addressed as follows:

To FRF: To Fondren BID:

Fondren Renaissance Foundation, Inc. Historic Fondren Business District, Inc.

4145 Old Canton Road 4145 Old Canton Road

Jackson, MS 39216 Jackson, MS 39216

Attention: Executive Director Attention: Board Chair

All notices required or permitted to be made under this Management Agreement shall be in writing and shall be deemed and given and effective on the date of personal delivery to the recipient at the above addresses or to such other address as any party may specify by written notice to the other party.

1. Joint Drafting. This Agreement has been drafted jointly by the parties at arms-length, with representation by counsel of their own choosing. No dispute respecting this Management Agreement shall be resolved against any party by virtue of its participation in the drafting of this Management Agreement.
2. Termination. FRF may terminate this agreement and its obligations hereunder by notifying the Fondren BID of its intention to do so following sixty (60) days’ notice.
3. Disputes. This Agreement and any disputes arising hereunder shall be governed by and in accordance with Mississippi law. Each party hereto commits to work in good faith with the other to resolve any such disputes in an amicable manner in order to avoid the cost and expense of litigation. If any such dispute cannot be resolved without litigation, then it shall be heard in the applicable state or federal court found in Jackson, Hinds County, Mississippi and each party hereto hereby waives its right to a jury trial.

*[Remainder of Page Left Intentionally Blank – Signature Page to Follow]*

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their duly authorized officers with full authority to do so, as of the date first above written.

**FONDREN RENAISSANCE FOUNDATION, INC.**

By:

President, Board of Directors

**HISTORIC FONDREN BUSINESS DISTRICT, INC.**

By:

President, Board of Directors