

Draft Date: February 15, 2022

**FIRST ADDENDUM TO
INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN THE
CITY OF YPSILANTI AND THE YPSILANTI DOWNTOWN DEVELOPMENT
AUTHORITY, WHICH WAS SIGNED BY MAYOR AMANDA EDMONDS ON
NOVEMBER 17, 2015, BY CITY CLERK FRANCES MCMULLAN ON
NOVEMBER 17, 2015, AND BY DDA EXECUTIVE DIRECTOR TIM COLBECK
ON DECEMBER 16, 2015**

THIS FIRST ADDENDUM to the Intergovernmental Agreement for Services between the City of Ypsilanti and the Ypsilanti Downtown Development Authority, which was signed by Mayor Amanda Edmonds on November 17, 2015, by City Clerk Frances McMullan on November 17, 2015, and by DDA Executive Director Tim Colbeck on December 16, 2015 is entered into effective March 1, 2022, by and between the City of Ypsilanti (the “City”), a Michigan Home Rule City, whose address is 1 South Huron Street, Ypsilanti, Michigan 48197 and the Ypsilanti Downtown Development Authority (the “DDA”), a public body corporate, whose address is 1 South Huron Street, Ypsilanti, Michigan 48197. The City and DDA are sometimes hereafter each referred to as a “party” and collectively as the “parties.”

WITNESSETH:

WHEREAS, the parties entered into an Intergovernmental Agreement for Services, which was signed by Mayor Amanda Edmonds on November 17, 2015, by City Clerk Frances McMullan on November 17, 2015, and by DDA Executive Director Tim Colbeck on December 16, 2015 (hereafter the “Agreement”);

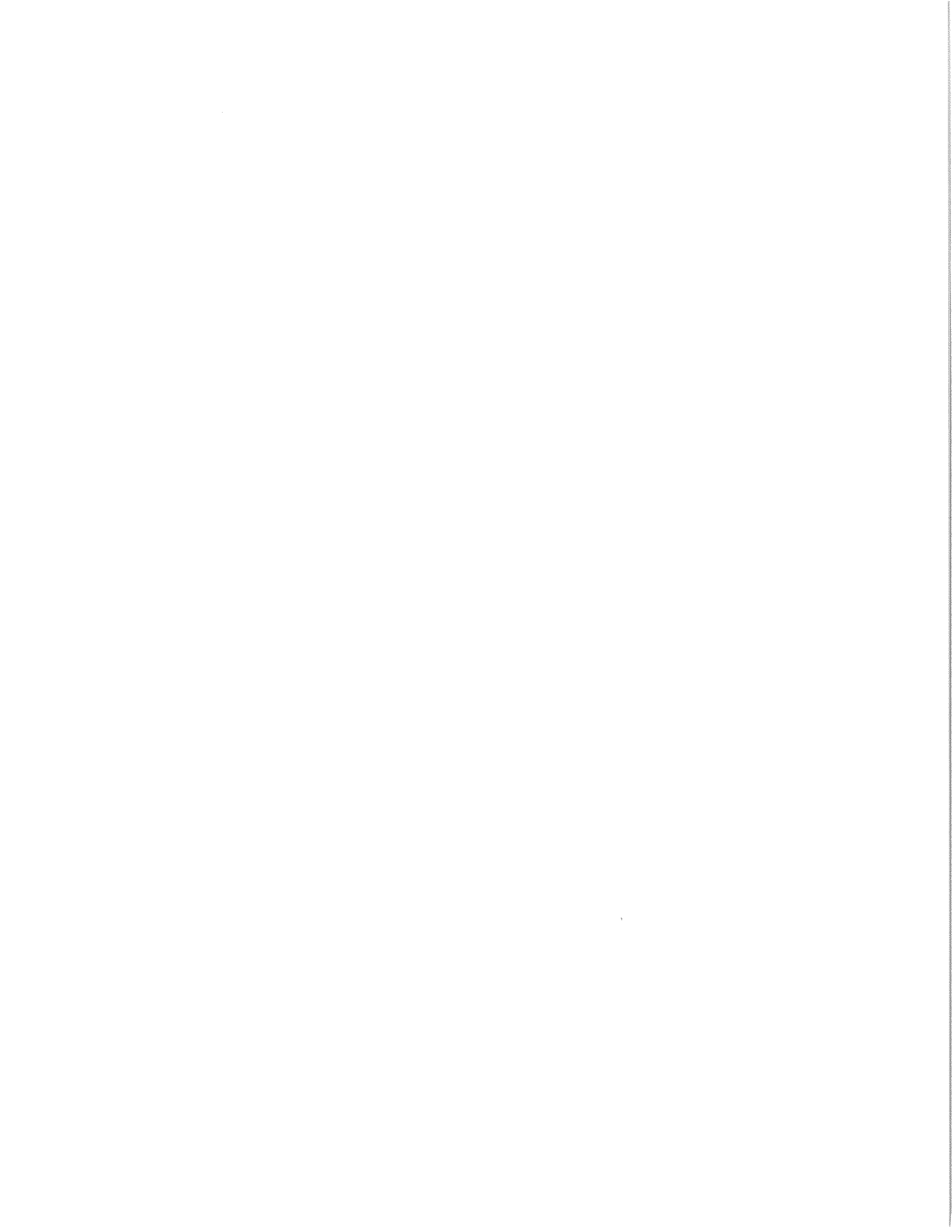
WHEREAS, the Agreement references a Contract executed by the parties for Downtown Pedestrian Trash Receptable Services, which was effective on July 1, 2010, and was subsequently extended and such extension was effective July 1, 2015 (hereinafter referred to as the “Downtown Pedestrian Trash Receptable Services Contract”);

WHEREAS, Section 9 of the Agreement provides that “Any changes, additions, or deletions shall not be effective or actionable unless they are approved by the governing body of both parties and in writing and signed by both parties.”

WHEREAS, the parties have agreed to enter into this Addendum for the purpose of modifying Sections 1, 2, 4, 5, and 9 of the Agreement.

NOW THEREFORE, it is hereby agreed by the parties as follows:

- 1. Amendment to Section 1, including subsections a-e of the Agreement.** Section 1, including subsections a-e of the Agreement is hereby deleted in its entirety and replaced with the following:



~~1. Term. The effective date of this Agreement shall be February 16, 2022 (the "Effective Date") and this Agreement shall expire on its terms on February 16, 2027.~~

2. Amendment to Section 2, including subsections a-c of the Agreement. Section 2, including subsections a-c of the Agreement is hereby deleted in its entirety and replaced with the following new Section 2:

2. Solid Waste Collection. The City shall provide bi-weekly pedestrian trash receptacle service of sixty-four (64) trash cans in the DDA areas.

a. The parties entered into a Contract for Downtown Pedestrian Trash Receptacle Services effective July 1, 2010 (attached hereto as **Exhibit 1** and incorporated herein).

b. The parties then entered into an Extension of this Contract for Downtown Pedestrian Trash Receptacle Services effective July 1, 2015 (attached hereto as **Exhibit 2** and incorporated herein).

c. The terms and conditions of these agreements shall be incorporated herein by reference and remain in full force and effect except as modified herein: Particularly the contract price, payment, and term are modified by this Agreement.

d. The parties covenant and agree that upon the expiration of this Agreement, which is five (5) years from the Effective Date, that the Downtown Pedestrian Trash Receptacle Services Contract (*see Exhibit 1*) and the Extension of the Downtown Pedestrian Trash Receptacle Contract (*see Exhibit 2*) shall be null, void, and of no further effect and shall not provide the basis for a claim, prospective or retrospective by either party against the other.

3. Amendment to Section 4, including subsection a of the Agreement. Section 1, including subsection a of the Agreement is hereby deleted in their entirety.

4. Amendment to Section 5, including subsections a and b of the Agreement. Section 5, including subsections a and b of the Agreement is hereby deleted in its entirety and replaced with the following:

5. DDA shall compensate and pay the City for the services described herein in the amount of twenty percent (20%) of the

gross funds received by the DDA from TIF plan capture in each of the Downtown, Depot Town and Cross Street TIFs.

- a. This agreement does not apply to the Water Street TIF.
- b. The amounts shall be adjusted in the event of the addition or deletion of any TIF district.

For example: This example is assuming that the Downtown District, Depot Town District, and the Cross Street District generate a total of \$100,000 in gross funds to the DDA. If the Downtown District generates 50% (\$50,000), the Depot Town District generates 20% (\$20,000), and the Cross Street District generates 30% (\$30,000) of the gross revenue to the DDA and any of those TIF Districts expires on their terms or is terminated by the City Council, then the DDA would owe the City the following:

- *If Downtown District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$10,000 ($\$20,000 * .50 = \$10,000$). The DDA would therefore owe the City \$10,000 per year after the Downtown District expires or is terminated.*
 - *If Depot Town District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$4,000 ($\$20,000 * .20 = \$4,000$). The DDA would therefore owe the City \$16,000 per year after the Depot Town District expires or is terminated.*
 - *If the Cross Street District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$6,000 ($\$20,000 * .30 = \$6,000$). The DDA would therefore owe the City \$14,000 per year after the Cross Street District expires or is terminated.*
- c. If the amount of gross funds received by the DDA from TIF plan capture increases or decreases by more than ten percent (10%) in any fiscal year, the City and the DDA shall meet to ensure that the twenty percent (20%) fee charged by the City in this Section 5 of the Agreement is equal to the cost of providing the services contained in this Agreement.

5. Amendment to Section 9 of the Agreement. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

9. The term of this Agreement shall terminate on December 16, 2040. Any changes, additions, or deletions shall not be effective or actionable unless they are approved by the governing body of both parties and in writing and signed by both parties.

6. Headings. The headings of the sections set forth in this Addendum are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Addendum.

7. Complete Agreement. This Addendum, the Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this Addendum or any part thereof shall have any validity or bind either of the parties.

8. Severability. If any provision of this Addendum is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Addendum which shall remain in full force and effect and enforceable in accordance with its terms.

9. Waiver. No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Mayor and the Clerk of the City and the Chairperson and Executive Director of the DDA.

10. Construction. This Addendum has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties. This Addendum therefore shall not be construed against either party.

11. Amendment. This Addendum may not be amended or modified except for by written agreement signed by both parties.


12. Certification of Authority to Sign Addendum. The persons signing on behalf of each of the parties certify by their signatures that they are authorized to sign the Addendum on behalf of such party and that this Addendum has been authorized by such party.

13. Remainder of Agreement. Except as modified by this Addendum, the terms of the Agreement shall remain in full force and effect.

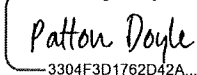
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.




CITY OF YPSILANTI

By: 
Lois Richardson, Mayor

CITY OF YPSILANTI DDA

DocuSigned by:

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By: _____
Patton Doyle, Chair

CITY OF YPSILANTI

By: 
Andrew Hellenga, City Clerk

CITY OF YPSILANTI DDA

By: 
Chris Jacobs, DDA Director

