

AGREEMENT BETWEEN THE CITY OF ANN ARBOR
AND
THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF ANN
ARBOR FOR MAINTENANCE AND REPLACEMENT OF STREETLIGHTS WITHIN THE
DOWNTOWN DEVELOPMENT DISTRICT

The City of Ann Arbor, a Michigan municipal corporation with its principal offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 ("City"), and the Downtown Development Authority of the City of Ann Arbor, a public corporation organized and existing pursuant to the authority of Part 2 of Act 57, Public Acts of Michigan, 2018, MCL 125.4201 through MCL 125.4915, being the Downtown Development Authority part of the Recodified Tax Increment Financing Act, with its principal offices at 150 S. Fifth Suite 301, Ann Arbor, Michigan 48104 ("DDA"), enter into this Agreement this -day of for the purpose of fixing the rights and obligations of the parties relative to the construction of the 2021-2024 Streetlight Replacement and Painting Project. The construction of this project is hereinafter referred to as the "Project."

Whereas, the City and DDA have expressed interest in working cooperatively on the Project to replace, repair, and paint existing streetlights within the DDA District through June 30, 2024;

Whereas, the DDA will be responsible for funding a portion of the Project within the DDA District, not to exceed \$150,000 per fiscal year; and

Whereas, the City and the DDA have reached an understanding with each other regarding the performance of and payment for the Project and desire to enter into this Agreement to memorialize that understanding.

THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the City and the DDA agree:

1. The City and DDA shall undertake and complete the construction phase of the Project in accordance with the terms of this Agreement. The DDA will appropriate and accrue \$150,000.00 annually for the purposes of contributing to the City of Ann Arbor's Streetlight Maintenance and Replacement Project. The total dollar amount of the DDA's share of this project is agreed to not exceed \$450,000.00 over the next three fiscal years.
2. The City will enter into a contract with the Contractor for the Project. The City will administer the contract and related work necessary for the completion of the Project. In its contract with the Contractor, the City must require that the Contractor indemnify the DDA for any claims or lawsuits by third parties arising from the Contractor's work, and must require the Contractor to cover the DDA as additionally insured on its general liability policy. In the contract between them, the City and the Contractor also must recognize the DDA as a third-party beneficiary of the contract.
3. The scope of work within the DDA District shall be coordinated between the City staff and DDA staff. The DDA shall have the opportunity to review all DDA-funded work prior to construction and final DDA approval will be required for all DDA-funded repair, replacement, and painting of streetlights within the District.

4. Once the scope of work within the DDA has been agreed upon and the contract has been approved and work has commenced, the city will invoice the DDA for the agreed upon scope of work. The DDA shall reimburse the City for the DDA's portion of the contract costs within 30 days of receipt of an invoice from the City. The DDA will reimburse the City for the DDA-funded work not to exceed \$150,000 per fiscal year. This agreement applies to the work completed within the following three fiscal years; starting July 1, 2021 and ending June 30, 2022, starting July 1, 2022 and ending June 30, 2023, starting July 1, 2023 and ending June 30, 2024.
5. Notwithstanding the DDA's funding of a share of the Project, the parties agree that responsibility for management of the project, including all aspects of the contract with the Contractor, rests with the City.
6. In the event any claims are brought against the DDA and/or the City by the Contractor, or a subcontractor, vendor or supplier for the construction phase of the Project and arising out of construction or related work on the Project, costs incurred by the City in defending or resolving such claims shall be considered Project costs and will be funded in the same manner and proportion as the work to which the claims pertain.
7. Each of the person signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the DDA or the City of Ann Arbor, respectively.

**ANN ARBOR DOWNTOWN
DEVELOPMENT AUTHORITY,**
a public corporation

By: _____
Maura Thomson, Interim Executive Director

CITY OF ANN ARBOR
a municipal corporation

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance:

Tom Crawford, City Administrator

Craig A. Hupy, Public Services Area
Administration

Approved as to form:

Stephen K. Postema, City Attorney