

Statement of Agreement

This Agreement is made this 6th day of May, 2019, by and between the City of Saginaw Downtown Development Authority, a public body corporate (hereinafter referred to as DDA), and the City of Saginaw, a municipal corporation (hereinafter referred to as City);

Whereas, City is the owner and custodian of certain real property and public rights-of-way located throughout the City of Saginaw; and,

Whereas, DDA desires to maintain and beautify that property by placing and maintaining flower pots in the Downtown and Old Town areas;

It is hereby agreed by both parties:

DDA's Responsibilities:

1. DDA will purchase Earth Planter flower pots as depicted in the attached Exhibit A and shall, at its sole expense, have the flower pots planted or seeded. DDA will donate the flower pots to City.
2. DDA will, at its sole expense, place the flower pots in locations in the Downtown and Old Town areas of the City of Saginaw as depicted in the attached Exhibit B.
3. DDA commits to raising funds for and undertaking any activities associated with the long-term care and maintenance of the flower pots and any plantings contained therein.
4. All activities of DDA will first be presented to and approved by City's Director of Public Services to ensure that the proposed work is consistent with the plans, goals, and objectives of City. DDA shall not commence any work until written approval of such plans is obtained from City.
5. DDA shall have the responsibility of ensuring that all of its activities (or the activities of its volunteers or agents) are properly permitted and supervised and comply with all City ordinances and other applicable laws and regulations.
6. DDA shall ensure its (or its volunteers or agents) efforts do not disrupt normal activities or services nor jeopardize public safety. DDA (and its volunteers and agents) will act responsibly and safely in conducting its activities under this Agreement.
7. DDA will hold harmless, indemnify and defend City, its officers, agents, and employees, from any and all claims, actions, damages or expenses, including attorney fees, arising directly or indirectly from any act or omission of DDA (or its volunteers or agents) in connection with its duties or activities hereunder.
8. Any activities performed hereunder by DDA shall be at DDA's sole expense and at no cost to City.
9. DDA understands and shall make known to its volunteers and agents that activities undertaken pursuant to this Agreement are done at their own risk. DDA accepts full responsibility for the safety and welfare of its volunteers and agents.

City's Responsibilities:

10. From May 1st through September 30th of each year of this Agreement, City shall supply the DDA with a trailer and full water tank on a weekly basis for use in watering the flower pots. The Director of Public Services may extend or shorten this timeframe dependent on the weather and growing season.

General Terms:

11. The Agreement shall continue from the date first set forth above until terminated. Either party may terminate this Agreement at any time and for any reason upon sixty (60) days' written notice to the other. In the event DDA is unable or fails to comply with the requirements of this Agreement, City may terminate the Agreement immediately upon written notice to DDA.
12. The provisions of this Agreement shall be severable and if one or more provisions should be declared invalid, the remaining provisions shall remain in full force and effect.
13. This Agreement shall be governed, construed, enforced, and interpreted in accordance with the laws of the State of Michigan. The parties agree that any action to enforce this Agreement may be brought in any state or federal court that has subject matter jurisdiction and is located in, or whose district includes, Saginaw County, Michigan.
14. This Agreement represents the entire Agreement between the parties and supersedes any and all prior Agreements and understandings, and shall not be modified except in writing, signed by both parties.
15. The parties acknowledge that the persons signing below execute this Agreement with the requisite authority.

The parties hereto have executed this Agreement the day and year first above written.

City of Saginaw

**City of Saginaw Downtown
Development Authority**

By: Floyd Kloc
Its: Mayor

By: Tom Basil
Its: Board Chair

Attest:

By: Janet Santos, CMC/MMC, City Clerk

Approved as to Substance:

By: Timothy Morales, City Manager

Approved as to Form:

By: Amy L. Lusk, City Attorney