

AGREEMENT FOR CONTRACT EXTENSION

This Agreement (“Agreement”) is made this _____ day of _____, 2024, by and between the City of Ferndale, (“Ferndale”), a Michigan Municipal Corporation, with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220 and the Ferndale Downtown Development Authority (“DDA”), with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220;

The DDA is interested in a feasible, efficient, and economic method to provide landscaping and maintenance services within the DDA jurisdictional boundaries (“Area”), and

Ferndale, through its Department of Public Works (“DPW”) is willing and interested in providing landscape and maintenance services to the DDA in the DDA Area, and

The DDA would like to enter into the agreement for a one-year term from July 1, 2024, to June 30, 2025.

NOW, THEREFORE, in the consideration of the mutual promises, obligations, representations, and assurances set forth in this Agreement, the parties agree to the following:

1. The specifications for the one-year contract extension between Ferndale and DDA is detailed in the Exhibit A. Scope of Work, which is incorporated by reference and made part of this agreement.
2. Payment for services performed will be based upon the fee proposal as submitted and set forth in Exhibit B. Fee Proposal, which is incorporated by reference and made part of this agreement.
3. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the DDA or Ferndale.
4. Absent a written waiver, no act, failure or delay by either DDA or Ferndale to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either DDA of Ferndale shall subsequently effect its right to require strict performance of this Agreement.
6. Nothing contained herein shall be construed to make the employees of either party the employees of the other or to render either party liable for such other party’s debts or obligations.
7. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

8. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
9. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the city manager or executive director of the respective party. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt, (2) the next business day when notice is sent express mail delivery services or personal delivery; (3) three days after mailing first class or certified U.S. mail.
10. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan and venue is acknowledged as proper in the court set forth above.
11. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both DDA and Ferndale.
12. This agreement represents the entire Agreement and understanding between DDA and Ferndale. This Agreement shall supersede all other oral or written Agreements between DDA and Ferndale with respect to this matter. The language of this Agreement shall be construed as a whole according to its fair meaning, is a negotiated document and shall not be construed strictly for or against either party.
13. This Agreement may be executed in two or more counter parts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. The effective date shall be the date the last party has executed the Agreement.
14. The undersigned represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties without the consent or joinder of any other person or party.

IN WITNESS WHEREOF, the Ferndale Downtown Development Authority and the City of Ferndale have caused this Agreement to be signed and executed on the day and year first above written.

City of Ferndale

By: _____
Raylon Leaks-May, Mayor

By: _____
Dean Lent, Clerk

Date: _____

Ferndale Downtown Development Authority

By:  _____

By: _____

Date: 06/20/2024 _____