

14th
SECOND AMENDMENT TO 2018 AGREEMENT

This **SECOND AMENDMENT** to the 2018 Agreement (the "Second Amendment") is made and entered into on this ~~18th~~ day of ~~September~~ October, 2019 (the "Effective Date"), between **VEVAY TOWNSHIP**, a Michigan municipal corporation, whose address is 780 Eden Rd, Mason, Michigan 48854 (hereinafter "Township") and the **VEVAY DOWNTOWN DEVELOPMENT AUTHORITY** (hereinafter "DDA"), a Michigan Downtown Development Authority, organized and operating under the provisions of the Downtown Development Act, MCL 125.1651, *et seq.*, as amended (sometimes collectively referred to herein as "Parties"), (and sometimes individually referred to herein as a "Party".)

RECITALS

WHEREAS, Township Ordinance No. 24, adopted December 21, 1988, established the Vevay Downtown Development Authority; and

WHEREAS, Township Ordinance No. 30, adopted May 3, 1990, adopted the Vevay Township Downtown Development Authority Development and Tax Increment Financing Plan (the "Plan") pursuant to Section 19(2) of PA 1975 No. 197; MCL 125.1669(2); and

WHEREAS, Township Ordinance No. 30, Section 1, requires for approval of the Plan to provide public services, such as fire and police protection and utilities, to adequately serve the project area in the DDA.

WHEREAS, Township Ordinance No. 24.01, adopted November 7, 2011, amended the Plan to include additional Goals and Objectives, Sections 15 through 19, to include but not limited to, ensure fire protection enhancement in the district, and the Project List to add Project #13, Fire and Law Enforcement Measures and Projects, Project #14, Community Recreation Venues and Activities, and Project #15; and

WHEREAS, the Recodified Tax Increment Financing Act (Excerpt) PA 57 of 2018, Part 2 Downtown Development Authorities, Section 207(g) (formerly Downtown Development Authority Development Act, PA 197 of 1975, Section 7(g), repealed by PA 57 of 2018) authorizes a DDA Board to "Make and enter into contracts necessary and incidental to the exercise of its powers and the performance of its duties"; and

WHEREAS, the Township and the City of Mason (the "City") are parties to a Fire Services Contract for years 2018-2021 ("Contract") whereby the City provides fire protection services to the Township, including property in the DDA District; the annual contract cost to the Township being: \$91,000.00; and

WHEREAS, the DDA recognizes that fire protection services are essential to maintaining and attracting businesses and improving the economic area in the District and the Township, and the DDA desires to contribute to the costs of fire protection in the DDA District.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. To adequately support and provide fire protection services to properties in the District, the DDA will contribute the amount of \$ 24,000 towards the Township's Fire Contract Service fee, for June 2019 through June 2020.
2. Governing Law. This Second Amendment to the Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and venue shall lie in Ingham County.
3. Entire Agreement. This Second Amendment to the Agreement represents the entire understanding between the Parties regarding the subject matter hereof and supersedes all other prior and contemporaneous agreements, understandings, negotiations, and discussions between the Parties with respect to such subject matter.

4. Severability. If any provision(s) of this Second Amendment to the Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

5. Amendment. This Second Amendment to the Agreement may be modified only by a written amendment signed by all of the Parties.

6. No Third-Party Beneficiaries. Nothing contained in this Second Amendment to the Agreement shall be deemed to confer any rights on any third party not a signatory to this Agreement.

7. No Waiver of Governmental Immunity. Nothing contained in this Second Amendment to the Agreement is intended to nor shall it waive a party's defense of governmental immunity.

8. Headings. The headings inserted in this Second Amendment to the Agreement are for convenience only and shall not constitute a part of this Second Amendment.

9. Notice. Except as otherwise provided, all notices required under this Second Amendment to the Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

10. Binding effect. This Second Amendment to the Agreement shall be binding upon the heirs, successors and permitted assigns of the Parties.

11. Mutual Drafting. This Second Amendment to the Agreement shall be deemed to have been mutually drafted by all of the Parties and not be construed against any Party as the drafter.

12. Authority. The parties represent that they have full authority to enter into this Second Amendment to the Agreement and all appropriate and necessary action has been taken in order to authorize this Second Amendment.

13. Effective date. This Second Amendment to the Agreement and it shall be effective as of the date first written above.

**VEVAY TOWNSHIP,
a Michigan municipal corporation,**

Dated: 9/18/19

By: Jesse Ramey
Jesse Ramey
Its: Supervisor

Dated: 10-14-2019

And: JoAnne Kean
JoAnne Kean
Its: Clerk

**VEVAY TOWNSHIP DOWNTOWN DEVELOPMENT
AUTHORITY, a Michigan downtown development
authority**

Dated: 9-18-2019

By: Ted W. Stroud
Ted W. Stroud
Its: Chairman