

**COLLABORATION AGREEMENT BETWEEN  
COMMUNITY ACTION NETWORK  
AND THE CITY OF ANN ARBOR  
FOR COMMUNITY OUTREACH OPERATIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron, Ann Arbor, Michigan 48104 ("City"), and Community Action Network ("Organization") a Michigan nonprofit corporation with its address at P.O. Box 130076, Ann Arbor, MI 48113 agree as follows: The Organization agrees to provide community outreach services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit means Community Services Area/Parks and Recreation Services Unit.

Contract Administrator means Parks and Recreation Deputy Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by the Organization under this Agreement.

Premises means the Bryant and Northside Community Center facilities inclusive of the associated structures, parking areas, utilities driveways, sidewalks, loading areas, landscaping and planted areas.

**II. DURATION**

The initial term of this Agreement shall be five years commencing on July 1, 2019 ("Commencement Date"), and terminating on June 30, 2024, unless terminated earlier under the terms of this Agreement. The Agreement may be renewed for one additional three year period upon mutual agreement of the parties.

**III. SERVICES**

- A. The Organization agrees to provide Community Outreach and Operational Services ("Services") as described in this Agreement and the attached exhibits, which are incorporated as part of this Agreement identified as:

Exhibit A, Scope of Services.  
Exhibit B, Compensation for Services  
Exhibit C, City Tangible Property, Fixtures and Improvements  
Exhibit D, Maintenance/Repair/Renewal/Replacement Schedule  
Exhibit E, City Parks and Recreation Scholarship Program  
Exhibit F, Insurance Requirements

The City retains the right to make changes to the Services within the general scope of the Agreement at any time by a written order. In addition, the Organization may propose changes for consideration by the City. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. The Organization shall develop and implement programs, activities, and events that are consistent with and adequately satisfy the scope of services described in Exhibit A. The Contract Administrator shall have sole discretion to determine compliance with this provision.
- C. The Organization shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Organization may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

The Organization does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

#### **V. COMPENSATION OF ORGANIZATION**

- A. The Organization shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Organization, and approved by the Contract Administrator. Total compensation payable for all Services performed during the first year of this Agreement (July 1, 2019 – June 30, 2020) shall be \$150,000. Thereafter, the annual compensation shall increase 3% each year as follows:

<b>Contract Year</b>	<b>Annual Compensation</b>
7/1/2020 to 6/30/2021	\$154,500
7/1/2021 to 6/30/2022	\$159,135
7/1/2022 to 6/30/2023	\$163,909

7/1/2023 to 6/30/2024 \$168,826

**Option Renewal**

7/1/2024 to 6/30/2025 \$173,891

7/1/2025 to 6/30/2026 \$179,108

7/1/2026 to 6/30/2027 \$184,481

- B. The Organization will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Organization shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Organization. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

**VI. USE OF PREMISES**

- A. The Premises shall be used by the Organization for the purpose(s) set forth in this Agreement and for no other purpose whatsoever. The Organization shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises, in any manner that may (1) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Premises (including, but not limited to, the structural elements of the Premises) or any equipment, facilities or systems therein; (2) violate applicable laws, the requirements of insurance bodies, or the rules and regulation of the City's Parks and Recreation Services Unit, including any covenant, condition or restriction affecting the Premises, or (3) impair or tend to impair the character, reputation, or appearance of the Premises.
- B. The Organization shall have the right to use the Premises for private events, and to enter into rental agreements between the Organization and third-parties for use and rental of all or portions of the Premises; provided that: (1) such activities shall be conducted in accordance with Chapter 39 of the Ann Arbor City Code regarding the use of City Parks and all other applicable law; and (2) the Organization shall indemnify and holds the City harmless from and against any and all losses, claims, and damages arising from or in connection with such use. The Organization shall retain all revenues obtained from its rental agreements. The Organization agrees to coordinate rentals with the Parks and Recreation Services Unit to minimize/avoid conflicts with the City's retained right to use the Premises.

- C. No alcohol will be served on the Premises without the written approval of the Community Services Area Administrator. Section 3.2 of Chapter 39 of the City Code authorizes the City Administrator to issue permits to allow the consumption of wine and beer in areas which consumption would otherwise be prohibited. The City Administrator hereby delegates to the Community Services Area Administrator the authority to issue such permits for the moderate consumption of wine and/or beer on the Premises. When so approved in writing, moderate consumption of alcohol (wine and beer only) may be permitted subject to all applicable liquor laws and regulatory requirements, including but not limited to issuance of MLCC Permits. All other service, consumption, or sale of alcoholic beverages on the Premises is prohibited.
- D. The Organization shall have the nonexclusive right to use the Premises for the purposes stated herein, subject to this Agreement and such other reasonable rules and regulations as the Parks and Recreation Services Unit may establish from time to time. The Organization shall not interfere with the rights of the City or any other person entitled to use the Property under license or permit of the Park and Recreation Services Unit. The Organization shall not park or store any vehicles or trailers on the Property without prior written permission of the Contract Administrator. The City, from time to time, may change any or all of the size, location, nature and use of the Premises although such changes may result in inconvenience to the Organization, so long as such changes do not materially and adversely affect the Organization's use of the Premises. In addition to the foregoing, the City may, at any time, close or suspend access to any or all of the Premises to perform any acts in, on or over, the Premises as, in the City's reasonable judgment, are desirable to improve or maintain the Premises, or are required in order to satisfy the City's obligations under this Agreement; provided, however, the City shall use reasonable efforts to limit any disruption of the Organization's use and operation of the Premises in connection therewith. The City retains the right to have reasonable and appropriate access to the Premises to fulfill the City's obligations under this Agreement.
- E. The Organization shall not affix any sign to any portion of the Premises, without prior written approval of the City, which approval shall not be unreasonably withheld or delayed, and then only in accordance with the laws, easements and applicable provisions of any and all deed restrictions, Parks and Recreation Services Unit and the Ann Arbor City Code. The Organization shall remove all signs of the Organization upon the expiration or early termination of this Agreement and immediately repair any damage to the Premise caused by, or resulting from, such removal or the installation or existence of the signs.

- F. The Organization shall have the right to use all of the City's tangible property, fixtures and improvements located on or at the Premises, which are set forth in Exhibit C, entitled City Tangible Property, Fixtures and Improvements subject to the Maintenance/Repair/Renewal/Replacement Schedule attached hereto as Exhibit D, for the purposes (and subject to the terms) described in this Agreement. Title to all such property shall remain with the City and all such property shall be returned to the City upon termination of this Agreement in good condition, ordinary wear and tear excepted. The Organization agrees to report the loss of any tangible property, whether by theft or other circumstance, to the City as soon as practicable and to cooperate with any investigation or claim that the City may conduct in connection with the loss. The Organization agrees to periodically review Exhibit C and Exhibit D with the Contract Administrator. The Organization shall indemnify the City for any damage (ordinary wear and tear excepted) to or loss of the tangible property identified in Exhibit C, which is to be returned to the City at termination of this Agreement. Exhibit D may be updated periodically at the City discretion.
- G. Any tangibles or personal property belonging to the Organization must be removed at or before the Agreement's expiration date, or the date of any earlier termination, at the Organization's expense and the Organization shall repair (to City's reasonable satisfaction) any damage to the Premises resulting from such installation, usage, or removal. Any other items of the Organization's personal property that remain in/on the Premises after the expiration date, or following an earlier termination date, may, at the option of the City, be deemed abandoned, and in such case, such items may be retained by the City as its property or be disposed of by the City, in the City's sole and absolute discretion and without accountability, at the Organization's expense.
- H. The City shall have the right, at no cost to the City, to use the Premises for conferences, meetings, and other special events, upon reasonable advance notice to the Organization, and subject to the program, activity, and event calendar of the Organization.

## **VII. CONDITION AND DELIVERY OF PREMISES**

The Organization agrees that it is familiar with the condition of the Premises and hereby accepts the foregoing on an "As-Is," "Where-Is" basis. The Organization represents and warrants that it has made its own inspection of the foregoing and is satisfied with the results of such inspection. The City shall not be obligated to make any repairs, replacements or improvements (structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Agreement, except as expressly and specifically stated in this Agreement.

## **VIII. USE OF OTHER CITY PARK SYSTEM PROPERTY**

The Organization may use other City parks for its off-site programs, activities, and events. There shall be no charge by the City to the Organization for use of these parks; however, any additional costs incurred by the Organization or the City in connection with the use of these parks (such as porta-toilets) shall be the sole responsibility of the Organization. Use of other City parks by the Organization shall be arranged through the City Parks and Recreation Services Unit at such times as those parks are available and as are not in conflict with City-sponsored activities, programs, and events. Any use of other City parks under this provision shall be subject to the provisions of Chapter 39 of the Ann Arbor City Code for use of City parks and to such rules and regulations regarding the use of City parks as are adopted by the City or the Parks and Recreation Services Unit from time to time.

## **IX. FISCAL OBLIGATIONS OF CITY**

- A. Subject to the restrictions stated in the Ann Arbor City Charter on the expenditure of park millage funds, the City agrees to expend millage funds for the Premises as detailed in Exhibit D, Maintenance/Repair/Renewal/Replacement Schedule. The City will continue to plan for the Premises' development, rehabilitation and restoration projects in any Service Area review of City-owned property in connection with the City's existing or future Capital Improvement Plans, Maintenance Plans, General Improvement Plans and Park and Recreation Millage Plans. City staff will provide the Organization input in discussions, development, rehabilitation or restoration projects associated with the Premises.
- B. Subject to the restrictions stated in the Ann Arbor City Charter on the expenditure of budgeted funds, the City shall pay basic utilities (water, sewer, electric, and gas) for the Premises. Such utilities shall be metered in the City's name and the City shall be responsible for all charges and deposits for such utilities to the Premises during the term of this Agreement. Any other utility cost other than basic utilities shall be paid by the Organization.
- C. Subject to staffing and other administrative and fiscal restrictions, the City agrees to support the Organization in its efforts to obtain grants and other funding for programming and staffing during the term of this Agreement to the extent the grant or funding opportunity does not conflict with existing or future City funding opportunities or grant applications. The Organization shall provide necessary cooperation and support to the City in its efforts to obtain grants and other funding for site and facility improvements during the term of this Agreement. The City shall consider the Premises for capital improvement grants in collaboration with the Organization, consistent with the provisions of this Article. Cooperation and support shall include, at a minimum, providing letters of support for the respective party's grant applications and in the case of City support of the Organization's grant application or funding opportunity, providing documentation as needed and when applicable evidencing City financial and in-kind support that may serve as matching funds required for grant applications.

## **X. ORGANIZATION'S AND CITY'S PROGRAM OBLIGATIONS; SCHOLARSHIPS FOR ANN ARBOR RESIDENTS**

- A. The Organization shall develop and implement programs, activities, and events that are consistent with the City's mission and that may take place either on the Premises or at off-site locations. These may include, but not be limited to, camps, educational activities, social service activities, special events, volunteer training, seminars and workshops, service learning projects, and fundraising events and activities.
  - 1. The Organization shall provide for and assume all costs and expenses for any permits, personnel (subject to the provisions of this Agreement), or amenities necessary to accommodate such programs, activities, and events.
  - 2. The Organization may charge such fees (as are authorized by the Organization, with prior approval of the City, except as modified by the scholarship provisions of Section B of this Article) for admission to Organization programs, activities and events, and Organization shall retain all such fees.
  - 3. The Organization shall comply with all applicable law and published City non-discrimination policies that are made available to the Organization in administering its public programs, activities, and events.
- B. The Organization agrees to make available scholarship awards consistent with City Parks and Recreation Services Scholarship Program (attached as Exhibit E hereto) regarding income-eligible City of Ann Arbor residents. The City will provide information to the Organization on income-eligible City of Ann Arbor residents. The Organization will cover the program costs. The City agrees to perform the necessary verification of applicant eligibility for the Program.
- C. The Organization further agrees to assist the City with the Scholarship application process including the following: distribution of scholarship applications, assistance to patrons of the Premises with completing applications, and submittal of completed applications to the City for eligibility verification and processing.
- D. The City shall permit and encourage the Organization to advertise its programs in any and all formats in which the City advertises programs offered by its Parks and Recreation Services, including by way of illustration and not limitation, in City seasonal brochures. The City shall charge the Organization for such advertising at the same rate the City charges City operations. It shall be the City's responsibility to inform the Organization of the publication schedule and copy deadlines and the Organization's responsibility to provide complete copy in the format required by the City for publication on a timely basis to meet the publication schedule. Any advertisement will include a statement that the Organization is an independent contractor.

## **XI. REPAIRS AND MAINTENANCE**

- A. The Organization shall, at its sole cost and expense maintain and preserve the Premises, in the same condition as exists on the effective date of this Agreement (subject to normal and customary wear and tear) and perform any and all repairs and replacements required in order to so maintain and preserve the Premises and the fixtures and appurtenances therein (excluding those specific components of the Premises for which the City is expressly responsible under this Agreement, including but not limited to Exhibit D, Maintenance/Repair/Renewal/Replacement Schedule). The Organization shall also be responsible for all costs and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises, if and to the extent that the need for such repairs or replacements arises directly or indirectly from any act, omission, misuse or neglect of the Organization and/or its officers, employees, agents, contractors, guests, and/or invitees. All repairs or replacements required under this Article XI(A) shall be subject to the supervision and control of the City, and all repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.
- B. Notwithstanding the above, from time to time during the term of the Agreement, City may elect, in its sole discretion and by delivery of written notice to the Organization, to perform on behalf of the Organization, all or some portion of the repairs, maintenance, restoration and replacement (collectively referred to as "General Repair Services") in and to the Premises required to be performed by the Organization under this Agreement. The Organization shall reimburse the City for the cost or value of all General Repair Services provided by the City. If the Organization fails to reimburse the City, the City may set-off such repair cost from compensation owed to Organization under this Agreement. Unless and until the City affirmatively elects to provide General Repair Services, nothing contained herein shall be construed to obligate the City to perform any General Repair Services or any repair of any nature except as otherwise expressly provided in Exhibit D, Maintenance/Repair/Renewal/Replacement Schedule, to repair, maintain, restore or replace any portion of the Premises.
- C. To the extent not otherwise addressed herein, the City shall, to the extent permitted by budget appropriations, repair, replace, and restore the following:
1. **Structures on the Premises.** The "structure" to be maintained or repaired by the City includes, by way of example, roofs, siding, gutters and downspouts, foundations, exterior walls (inclusive of painting or other maintenance work), decking, piers, doors, windows, interior floors and walls, electrical systems, plumbing, HVAC systems, etc. Structural changes that are required by applicable law, shall be the responsibility of the City to the extent that no other modification can be made by the Organization that would avoid such requirement.
  2. **Property.** For these purposes the "property" to be maintained shall include all outdoor paved areas, including walks, driveways and parking areas, and the provision of snow removal and salt or salt-substitute application to all drives and parking areas in the same manner and on the same schedule as performed for other City facilities. The City shall maintain all gates and fences in good working order. Property changes that are required by applicable law, shall be the responsibility of the City to the extent that no other modification can be made by the Organization that would avoid such requirement.



3. **Lawn care and snow removal.** The City shall provide lawn mowing, and general lawn care at such intervals as are necessary to keep the Premise's lawn in trim and well-kept condition. There shall be no cost charged to the Organization for such service. The Organization may elect to provide at its own cost, supplemental landscaping, lawn mowing and lawn care. Any supplemental landscaping/lawn care shall be in accordance with City ordinances and Parks Operations Service Unit guidelines. Similarly, the City shall provide snow removal at such intervals as are necessary to keep the exterior public areas (parking lots, walkways and building access areas) accessible, including salting steps and walkways. There shall be no cost charged to the Organization for such service. The Organization may elect to provide supplemental snow removal at its own cost. Any snow removal shall be in accordance with Parks Operations Service Unit guidelines.

The City shall promptly remedy any hazard posed by trees or other vegetation to the roads, buildings or trails on the Premises. The Organization shall notify the City in writing of such hazards that are obvious to persons who are not expert in tree and vegetation management, as the Organization becomes aware of such hazards. There shall be no cost charged to the Organization for any service or materials described in this paragraph.

4. **Exterior Lighting.** The City shall maintain and repair, and replace as needed, in accordance with City guidelines and schedules, the exterior lighting of the Premises, which lighting includes, by way of illustration and not limitation, lighting in the parking areas and along walkways. Such maintenance and repair shall include necessary painting, electrical repairs, and upgrades and changing the light bulbs in the parking area and walkway lighting, as needed.

## **XII. UTILITIES**

- A. The City shall provide the plumbing, electricity, and heating installations required by applicable law and necessary for occupancy. Any other utility installations shall be the responsibility of the Organization, inclusive of installation, maintenance and removal, if appropriate or necessary. Any utility installation, other than those the City is required to provide under this paragraph, may not be installed without the written permission of the City Administrator, or his designee, and may not alter the character of the Premises.
- B. The City shall pay the electrical bills for exterior lighting in the parking areas and along walkways as part of its obligations to provide public access to the park in accordance with Chapter 39 of the Ann Arbor City Code together with the utility systems identified in Section B of Article IX. The Organization shall pay any utility charge, including periodic billing, for any other utility installation for which it is responsible.

## **XIII. INSURANCE/INDEMNIFICATION**

- A. The Organization shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit F, as will protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Organization, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Organization shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit F. Organization shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Organization shall provide the same documentation for its subcontractor(s) (if any).
  
- B. Any insurance provider of Organization shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
  
- B. To the fullest extent permitted by law, Organization shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Organization or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

#### **XIV. WAGE REQUIREMENTS**

Under this Contract, the Organization shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Organization is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Organization agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Organization agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by

the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Organization agrees that all subcontracts entered into by the Organization shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

## **XV. NON-DISCRIMINATION**

The Organization agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Organization further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

## **XVI. REPRESENTATIONS AND WARRANTIES BY THE ORGANIZATION**

- A. The Organization warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Organization warrants that it and applicable employees, subcontractors, and agents, have all the skills, experience, and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Organization warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Organization certifies that it has no personal or financial interest in the Services other than the interest disclosed under this Agreement. The Organization further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Organization agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Organization certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Organization agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Organization represents and warrants that it will comply with all applicable laws in performing under this Agreement.

## **XVII. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Organization access to the Premises and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Organization of any defects in the Services of which the Contract Administrator has actual notice.

#### **XVIII. ASSIGNMENT**

- A. The Organization shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Organization shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Organization shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

#### **IXX. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least sixty (60) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Organization, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Organization acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Organization. The Contract Administrator shall give Organization written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles XIII and XVI shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already

accrued and Organization's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XX. REMEDIES**

- A. 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 Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party 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 Party shall subsequently effect its right to require strict performance of this Agreement.

## **XXI. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. 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 next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the ORGANIZATION, it shall be addressed and sent to:  
Community Action Network  
ATTN: Derrick Miller  
PO Box 130076  
Ann Arbor, MI 48113

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
ATTN: Parks and Recreation  
301 E. Huron St.  
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

## **XXII. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

## **XXIII. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Organization as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Organization as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use.

## **XXIV. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

**XXV. EXTENT OF AGREEMENT**

This Agreement, together with Exhibits A, B, C, D, E, and F, constitutes the entire understanding between the City and the Organization with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Organization and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**XXVI. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature shall be deemed to have the same effect as if the original signature had been delivered to the other party.

**XXVII. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**FOR ORGANIZATION**

By \_\_\_\_\_  
Derrick Miller, Executive Director  
Its \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_

Derek Delacourt, Community Services Area  
Administrator

By \_\_\_\_\_  
Howard S. Lazarus, City Administrator

**Approved as to form and content**

By \_\_\_\_\_  
Stephen K. Postema, City Attorney



## **EXHIBIT A SCOPE OF SERVICES**

The Organization shall develop and implement programs, activities, and events in accordance with the following standards: The Organization shall:

- Develop programs, operate the community center operations, and appropriately staff the Bryant and Northside Community Centers as necessary to perform its obligations under this Agreement.
- Conduct administrative reviews of its operations to ensure it can perform its obligations under this Agreement.
- Conduct a thorough needs assessment for outreach services, social services, and recreation programming for the Bryant and Northside neighborhoods.
- Research and inventory existing outreach, social, and recreation service providers that currently offer services to the Bryant and Northside neighborhoods.
- Engage the community and current patrons to gather comments through a needs assessment process.
- Develop and deliver programs, activities, services, and events that address the needs of the Bryant and Northside neighborhoods.

**EXHIBIT B  
COMPENSATION**

The Organization shall be paid monthly after Contract Administrator's receipt and approval of a detailed invoice for services performed during that billing period. Monthly invoicing shall be consistent with a budget of itemized costs for services approved by the City.

**EXHIBIT C**  
**CITY TANGIBLE PROPERTY, FIXTURES, AND IMPROVEMENTS**

**Bryant Community Center**  
Inventory of City-Owned Furniture & Furnishings  
Updated: February 2019

Inventory

<b>Item Description</b>	<b>Quantity</b>	<b>Status</b>
Picnic tables – Heavy Plastic	6	
Bench w/o back	1	
Microwave	1	
Air conditioning units	1	
Fire extinguishers	3	
Emergency lights	1	
Outdoor lights	1	
Playscape	1	

**Northside Community Center**  
Inventory of City-Owned Furniture & Furnishings  
Updated: February 2019

Inventory

<b>Item Description</b>	<b>Quantity</b>	<b>Status</b>
4-wheel bookshelf, (3-tier)	1	
Hotpoint Refrigerator	1	
Fire extinguishers	3	
Oven/Stove	1	

**EXHIBIT D  
MAINTENANCE/REPAIR/RENEWAL/REPLACEMENT SCHEDULE**

**EXHIBIT D  
MAINTENANCE/REPAIR/RENEWAL/REPLACEMENT SCHEDULE**

**Routine List**

**Bryant**

Keep salt container filled  
Visit site at least twice monthly to inspect for maintenance items for immediate or future repair  
Change filters every six months  
Remove snow from drive and walks  
Cut grass in summer

**Northside**

Keep salt container filled  
Change filters every six months  
Visit site at least twice monthly to inspect for maintenance items for immediate or future repair  
Remove snow from drive and walks (golf crew)  
Cut grass in summer, park ops

**EXHIBIT E  
CITY PARKS AND RECREATION SCHOLARSHIP PROGRAM**



City of Ann Arbor Parks & Recreation Services  
Cobblestone Farm, 2781 Packard, Ann Arbor, MI 48108  
p: 734.794.6230 f: 734.996.3060

**Parks & Recreation Scholarship Application for C.A.N. participants**

**CLEARLY write the complete names and birth dates of residents approved by C.A.N.:**

_____	__/__/__	_____	__/__/__
_____	__/__/__	_____	__/__/__
_____	__/__/__	_____	__/__/__
_____	__/__/__	_____	__/__/__

Resident Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

*City officials may verify information on this application. Deliberate misrepresentation of information subjects the applicant to prosecution under applicable State and Federal Penal Statutes, and denial of scholarship.*

*I hereby certify that all the above information is true and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
Signature of C.A.N. Resident

\_\_\_\_\_  
Date

**C.A.N. Staff Information:**

\_\_\_\_\_  
Signature of C.A.N. Staff Contact Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of C.A.N. Staff Contact Person

\_\_\_\_\_  
Phone Number

**Parks Office Use Only:**

Expiration Date: \_\_\_\_\_ Staff Initials: \_\_\_\_\_



## CITY OF ANN ARBOR PARKS & RECREATION SERVICES

### SCHOLARSHIP APPLICATION INSTRUCTIONS (APPLICATION ON OPPOSITE SIDE)

All applicants must reside within the City Limits of Ann Arbor to be eligible to apply for a Parks & Recreation scholarship.

Applicants please submit an application and supply the following documentation as applicable:

#### YOU MUST PROVIDE YOUR OWN COPIES FOR OUR RECORDS – WE WILL NOT MAKE COPIES

1. Proof of residency – Drivers license or State of Michigan I.D. or current residential lease with photo I.D.
2. Last year's income tax returns for each adult in household. (Federal taxes front and back and schedule C if self-employed.)
3. Two current paycheck stubs or unemployment compensation statements.
4. Savings & checking account statements for the past two months.
5. All DHS and Federal statements for SNAP, Cash Assistance, etc. All Housing Commission resident verification forms.
6. Pensions, Social Security, Alimony, Child Support documentation statements.
7. Educational grant, Scholarship, Student loans, stipends & tuition waiver documentation.
8. Statement of Account from the attending educational institution.
9. Any other supporting paperwork from all other income sources.

If your income has changed significantly since your last income tax return, please supply supporting documentation.

In addition, students must provide verification of tuition, room and board and other related educational expenses paid by parents, guardians, government agencies, sponsors, and any other source providing financial support. Specific examples of required verification include, but are not limited to:

1. Financial Aid Budget breakdown and Award notice.
2. "SF" Form [Graduate Program].
3. I-20 or I-20A Form. Certificate of eligibility for nonimmigrant [F-1] student.
4. I-Ap66 or J1 form. Exchange Visitor program Certificate.
5. Statement of Account from educational institution.
6. Most recent tax return from U.S. and/or other country.

Application for scholarship will not be approved in person; allow two weeks for review. Mail or drop off application and copies of supporting documentation to:

City of Ann Arbor Parks & Recreation Services  
2781 Packard Road  
Ann Arbor, MI 48108  
734-794-6230 phone – 734-996-3060 fax



OFFICE USE Date Rec'd: \_\_\_\_\_

City of Ann Arbor Parks & Recreation Services  
Cobblestone Farm, 2781 Packard, Ann Arbor, MI 48108  
APPLICATION FOR SCHOLARSHIP

CLEARLY fill out the information below. (INSTRUCTIONS ON OPPOSITE SIDE)

Applicant's name \_\_\_\_\_ Birth date: \_\_\_\_\_

Names and birth dates of all family members: \_\_\_\_\_ Total Family Members \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: Home/Cell \_\_\_\_\_ Work \_\_\_\_\_ Email: \_\_\_\_\_

Indicate below all sources of income and include copies of supporting documentation:

- \$ \_\_\_\_\_ Wages of all working members in household
- \$ \_\_\_\_\_ Net income from self employment (include schedule C)
- \$ \_\_\_\_\_ State DHS or Federal Financial Assistance: SNAP benefits, cash assistance, etc.
- \$ \_\_\_\_\_ Pensions, Social Security
- \$ \_\_\_\_\_ Alimony and/or Child support.
- \$ \_\_\_\_\_ Regular contributions from persons not living in household
- \$ \_\_\_\_\_ Students: all monies received for tuition, room/board, and any related education expenses paid by the parents, guardian, or any other person.
- \$ \_\_\_\_\_ Educational Grants, Scholarships and/or student loan amounts

If you wish to apply under any special hardship conditions, [unusually high medical expenses, disaster or casualty losses, etc.] please complete the application and describe the nature of your hardship here. Attach additional sheets if needed.

Hardship: \_\_\_\_\_

Estimated dollar value: \_\_\_\_\_

*This application should be completed and returned by mail along with PROOF OF INCOME & PROOF OF RESIDENCY. See attached requirement list for details. By signing this agreement you agree to submit checking and savings account statements and all documents supporting your income. Applications without complete income verification will be returned. City officials may verify information on this application. Deliberate misrepresentation of information subjects the applicant to prosecution under applicable State and Federal Penal Statutes, and denial of scholarship.*

I hereby certify that all the above information is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Applicant, Parent or Guardian Date

Office Use: 50% or 100% Expires: \_\_\_\_\_ Staff Initials: \_\_\_\_\_ Denied \_\_\_\_\_ Reason: \_\_\_\_\_

**EXHIBIT F  
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Organization shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

A. The Organization shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Organization and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance



the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Organization agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Organization shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Organization shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Organization shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.