



Partnership Agreement

This Partnership Agreement (Agreement) by and between the Michigan Recreation and Park Association (MRPA) and City of Ann Arbor Parks and Recreation (Partner) for the period from June 1, 2015 to October 31, 2016. The project scope is outlined in Attachment A.

Program Components:

In addition to the components identified in Attachment A, Partner agrees to:

- Send appropriate representatives to training/update meetings as scheduled by MRPA. When necessary, video conferencing may be available.
- Utilize the curriculum and evaluation provided by MRPA. Any exceptions must be approved by MRPA.
- Conduct pre and post fitness level evaluation on all participants with tools provided by MRPA. Any exceptions must be approved by MRPA.
- Complete reporting forms as may be required by MRPA.
- Provide any other information reasonably requested by MRPA.

Program Reimbursement:

- MRPA agrees to provide Partner with reimbursement of expenses as identified in Attachment A and equipment requested in Attachment B not to exceed the aggregate amount of \$38,000. No more than two reimbursement checks will be issued during the duration of the Agreement. Reimbursement checks will be issued within ten business days, once the following conditions have been met:
Partner has submitted an invoice detailing the incurred costs included in the reimbursement request. Unless otherwise specified in Attachment A, Partner shall retain ownership of any equipment/materials issued to them by MRPA pursuant to this Agreement.
- Partner must include with the invoice a copy of:
 - Time sheets for any hours included in request for reimbursement.
 - Copies of invoices for any equipment or supplies identified in Attachment A.
 - Progress report on implementation of program on form provided by MRPA.
- Capital equipment and food expenditures will not be reimbursed by MRPA.

Partner agrees that reimbursements received from MRPA shall not be used to influence the outcome of any public election or to carry on any voter registration drive, and are to be used solely for the purpose of developing and administering community fitness - based programs with emphasis on youth, families and seniors. MRPA reserves the right to reject any reimbursement request, or part thereof, which in its sole discretion does not comply with the terms of this Agreement.

Indemnification: The partner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless MRPA, and Michigan Health Endowment Fund (MHEF), and their officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) which directly or, indirectly, wholly or partially arise from or in connection with any act or omission of Partner, its employees, or agents in applying for or accepting the program reimbursement in expending or applying the program reimbursement funds, or in carrying out any project supported by the program reimbursement funds except to the extent that such claims, liabilities, losses and expenses arise from or are

related to any act of omission of MRPA or MHEF and their officers, directors, employees or agents.

Changes: The Partner shall immediately notify MRPA about any changes, events or occurrences which significantly affect the ability of the partner to fulfill the activities outlined in this document.

Records and Access to Information: The partner shall maintain records of all activities related to or funded under this Agreement, including but not limited to, financial records, receipts and expenditures relating to the partnership. The partner's books and records shall be made available for MRPA's inspection during normal business hours at the partner's principal place of business for the purpose of making financial audits, verifications or program evaluations as MRPA deems necessary concerning the partnership.

Right to Discontinue Funding: MRPA may terminate this agreement or withhold reimbursements, or both, in its sole discretion, if the partner is unable to carry out the purposes of the grant or fails to meet the terms and conditions of this agreement. If termination or withholding of the reimbursement is being considered by MRPA, the partner will be notified of the non-compliance issues and will have a specified period of time to remediate the non-compliance issues cited by MRPA. Successful remediation will be determined in the sole discretion of MRPA.

Publicity: MRPA and the partner shall each permit the other to include information regarding the partnership, including the MHEF, MRPA and the partner and the purpose of the partnership in each party's periodic public reports, newsletters and news releases. The partner agrees to acknowledge the support of MRPA and MHEF whenever activities funded pursuant to this Agreement are published in any news media. Any proposed publicity that goes beyond the disclosure described in this section shall require the approval of the other party which shall not be unreasonable withheld.

Assignment: The partner shall not transfer or assign responsibility for any obligation of Partner hereunder to another party without the prior written consent of MRPA.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Michigan.

Complete Agreement: This Agreement constitutes the entire Agreement of the parties as to the subject matter hereof and may not be modified or amended except by written amendment signed by both parties.

PARTNER

Ann Carls

MRPA

Date

May 28, 2015

Date



ATTACHMENT A

AGENCY NAME	City of Ann Arbor Parks and Recreation
AMOUNT OF AWARD	\$38,000
AGENCY FISCAL YEAR	July-June
PROJECT DESCRIPTION	
<ul style="list-style-type: none">•Youth - Pathway to Parks passport•Family - Pathway to Parks passport•Senior - Pathway to Parks passport and exercise classes•Senior – Homebound	
ADDITIONAL COMMENTS	
<ul style="list-style-type: none">•All supplies, equipment, materials requested on Attachment A are included in the Amount of the Award with the exception of the printed materials, pre and post evaluations which MRPA will provide in addition to the award.	

Attachment B SUPPLIES ORDER FORM

PARTNER: City of Ann Arbor Parks and Recreation

TOTAL FUNDED: \$38,000

	Description	Curriculum Requirement	Quantity Needed By Partner	Unit Price	Total
1	Hoop Storage Bag - 36"	1		\$ 20.99	
2	Burlap Potato Sacks - 12/pack	1 pack		\$ 28.99	
3	48" x 24" Mesh Ball Bag - Green	1		\$ 13.99	
4	Spectrum Rubber Frog Set	1 set		\$ 59.99	
5	Hoop Superclips - 4/pack	4 packs		\$ 12.99	
6	8" Gator Skin Special Form Balls - 6/pack	2 packs		\$ 99.99	
7	Spectrum Dome Cones - 36/pack	1 pack		\$ 49.99	
8	Spectrum Easy Grip Relay Batons	2 packs		\$ 14.99	
9	Parachute - 12 ft	2		\$ 32.99	
10	Large Stacking Buckets - 12/pack	2 packs		\$ 32.99	
11	Candy-Striped Hoop Holders - 12/pack	2 packs		\$ 20.99	
12	Color Splash! Box of Sidewalk Chalk - 126 pieces	1 box		\$ 18.99	
13	Noodle & Hoop Bases - 6/pack	2 packs		\$ 27.99	
14	Aqua Noodles - 24/pack	1 pack		\$ 84.99	
15	Fun Bubbles - 24/pack	2 packs		\$ 8.99	
16	Crayola Crayons - 64 pieces/box	3 boxes		\$ 6.29	
17	Balloon Inflator	1		\$ 8.49	
18	11" Qualatex Balloons Jeweltone Assortment - 100/bag	2 bags		\$ 23.99	
19	Unload-A-Toad Animal Tossing Saucer	1		\$ 9.99	
20	Mega Porcupine Novelty Easy Pack	1 pack		\$ 32.99	
21	Chuck-A-Chicken Animal Tossing Saucer	1		\$ 9.99	
22	White Tagboard 9" x 12" - 100/pack	3 packs		\$ 6.49	
23	9 ft Spectrum Nylon Jump Ropes - 6/pack	1 pack		\$ 17.99	
24	3" Spectrum Vinyl Square Beanbags - 12/pack	2 packs		\$ 14.99	
25	4" Spectrum Vinyl Square Beanbags - 12/pack	2 packs		\$ 16.99	
26	Acrylic Yarn Minis - 10/pack	2 packs		\$ 10.99	
27	Institutional Beach Balls - 12"	12		\$ 2.19	
28	Institutional Beach Balls - 16"	12		\$ 2.89	
29	Beaded Jump Rope - 7 ft	6		\$ 2.79	
30	Beaded Jump Rope - 8 ft	6		\$ 2.99	
31	Beaded Jump Rope - 9 ft	6		\$ 3.29	
32	Beaded Jump Rope - 10 ft	6		\$ 3.59	
33	Beaded Jump Rope - 16 ft	8		\$ 4.49	
34	Spectrum No Knot Hoops - 24"	1 set		\$ 71.99	
35	Spectrum No Knot Hoops - 30"	1 set		\$ 76.99	
36	Spectrum No Knot Hoops - 36"	1 set		\$ 82.99	

SUB TOTAL:

Line A	TOTAL PARTNER ALLOCATION:	\$38,000
Line B	LESS TOTAL SUPPLIES ORDERED (enter subtotal amount from above):	
Line C	LESS PEDOMETER STIPEND	(\$410)
Line D	LESS INCENTIVES (TOE TAGS):	
TOTAL AVAILABLE: Sum of Line A, less lines B, C ,D)		