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**AMENDED AND RESTATED
PARTNERSHIP AGREEMENT
BETWEEN
CITY OF ANN ARBOR
AND
LESLIE SCIENCE AND NATURE
CENTER**

May 4, 2009

**AMENDED AND RESTATED PARTNERSHIP AGREEMENT BETWEEN
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**AMENDED AND RESTATED PARTNERSHIP AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER**

RECITALS

Pursuant to Article XVI, Paragraph F of the Partnership Agreement between the City of Ann Arbor and the Leslie Science and Nature Center, which was duly adopted by both parties on June 27, 2007 (hereafter "the 2007 Partnership Agreement") and was effective on July 1, 2007, that Partnership Agreement is amended and restated in its entirety.

1. Dr. Eugene and Mrs. Emily Leslie both died in 1976. Prior to their deaths, the Leslies donated their Ann Arbor homestead and adjacent real property ("Leslie Properties") to the City of Ann Arbor ("the City"). Dr. Leslie's Will bequeathed the remainder of his estate to a trust ("Leslie Trust"), stating that the assets were to be used "to maintain and improve the residence, buildings, and land heretofore deeded to the City of Ann Arbor, but not including land devoted to the Leslie Golf Course. It is my wish that said land be used for a children's park."

2. Until July 1, 2007, the City operated a science and nature facility commonly known as "the Leslie Science Center" ("LSC") which provided science and nature programs for individuals and families, with a focus on programs for children and young people, at the Leslie Properties. LSC programs made regular and extensive use of the adjacent City parkland, including the Black Pond Woods Park, and operated off-site at other City parks, public schools and other appropriate locations. Funding for LSC programs and staff and for the maintenance of LSC grounds and facilities came from a variety of sources, including the Leslie Trust, City General funds, millage funds, fees generated by programs and rentals at LSC, private donations and other sources. LSC's programs grew in depth and scope over the years, the most recent addition to which is a significant raptor program. By 2007, the demand for on-site and off-site LSC programs exceeded the City's ability to provide resources to meet these demands, particularly staffing needs.

3. The Leslie Science and Nature Center is a Michigan nonprofit organization recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. Hereafter in this Agreement, the Board of Directors of the Leslie Science and Nature Center shall be referred to as "the Organization." The Organization's mission is to provide youth with educational experiences to foster understanding, excitement and respect for natural environments and responsible stewardship. In recognition of the legacy of Dr. and Mrs. Leslie, the Organization has, with the approval of the City, assumed responsibility for the operation and staffing of the LSC and its programs, provided a substantial portion of the funding needed to staff the LSC and its programs, and endeavors to increase funding for programs and staff through gifts, grants, fees and other sources at a level that will meet the growing demand for LSC on-site and off-site programs.

4. The City and the Organization share a commitment to bringing quality science and nature education programs to youth, families and other individuals, and believe that a "partnership" between them will enhance the scope and quality of such programming that can be provided to the youth, families and other residents of Ann Arbor and surrounding areas of southeastern Michigan. Such a partnership came into effect as of July 1, 2007. On that date, program development and operations, staffing for programs, and certain other responsibilities were transferred to the Organization, while the City provided the land and buildings needed to carry out programming, and certain other City services and resources. The land remains open as a park to the public, as it was under City operation of the LSC. Under the management and operation of the Organization, the grounds, facilities and programs that had been commonly known as the Leslie Science Center became known as the "Leslie Science and Nature Center." Hereafter in this Agreement the programs of the LSC and the Leslie Properties grounds and facilities now used for the purposes of the LSC, when under the supervision and control of the Organization, are referred to as the Leslie Science and Nature Center or LSNC.

5. In the 2007 Partnership Agreement, the City and the Organization expressed their commitment to creating a successful partnership that would extend well beyond the ten year term of that Partnership Agreement. Recognizing the success of the first year of their Partnership, the City and the Organization have determined it is in their mutual interest to extend the term of the Partnership Agreement to twenty years. This extension will facilitate long term financial and programmatic planning and the Organization's growth toward a self-sustaining partner of the City. Further, the extension will enhance the Organization's ability to fulfill its mission and the legacy of Dr. and Mrs. Leslie for the benefit of the Ann Arbor and surrounding communities.

6. For the reasons stated above, the City and Organization, now and into the future, remain committed to the community and each other in achieving a lasting Partnership.

THEREFORE, in consideration of the mutual promises and agreements contained herein, the City and the Organization agree as follows:

ARTICLE I

Continued Transition Plan for Management and Operation of the Leslie Science and Nature Center

The general purpose of this Amended and Restated Partnership Agreement (also "Partnership Agreement" or "Agreement") is to address future governance, management, operations, maintenance, capital and financial obligations of the Organization and the City with respect to the Leslie Science and Nature Center. The Partnership Agreement includes certain provisions that are specific to the transition to the Organization of certain financial and staffing obligations for the Leslie Science and Nature Center. Some of the salient provisions of the transition plan are the following:

- A. Transition Period. The Transition Period shall be the three (3) year period which commenced on July 1, 2007 and will end on June 30, 2010.
- B. Annual Review of Agreement During Transition Period. The parties acknowledge that the experience they will gain during the Transition Period may suggest that changes to certain provisions of the Agreement are necessary or desirable to effectuate the purposes of the Agreement and to do so in an economically feasible manner. Therefore, the parties agree that the Organization's designee and the City's designee will jointly review the provisions of the Agreement annually (or, at the request of one of the parties, more frequently) during the Transition Period. If one or both of the parties determines that modifications to the Agreement are necessary or appropriate, the parties shall follow the modification procedure set forth in Article II, Section B, 2.
- C. Staffing. In accordance with Resolution R-80-3-07 of the Ann Arbor City Council dated March 5, 2007, the transfer of City staff and the engagement of additional staff by the Organization was completed. The City has no further obligation to provide or assign City employees to the LSNC or to assist the Organization in satisfying its staffing obligations under the terms of this Agreement.
- D. Financial Commitment. The transition plan provides for financial commitments by the City to assist with operational expenses for the period July 1, 2007 through June 30, 2009 as specified by Resolution R-80-3-7 and appropriated as part of the approved Ann Arbor FY 07-09 Financial Plan and the approved FY 08 budget; the assignment of any trust proceeds paid to the City as beneficiary of the Eugene H. Leslie Trust Fund during the term of this Agreement, subject to the condition that any trust funds disbursed to the Organization be used for the maintenance and improvement of the buildings and land in accordance with the terms of the Leslie Trust; and until January 1, 2008 the provisions of in-kind support with regard to the assignment of City staff to and hiring of City temporary staffing for the Organization. Effective July 1, 2009 and for the remainder of the term of this Agreement, the City's financial commitment to the Organization shall be limited to performance of its obligations as property owner under this

Agreement subject to the conditions set forth in this Agreement and its Exhibits; the assignment of any trust proceeds paid to the City as beneficiary of the Eugene H. Leslie Trust Fund during the term of this Agreement, subject to the condition that any trust funds disbursed to the Organization be used for the maintenance and improvement of the buildings and land in accordance with the terms of the Leslie Trust; and any funds which may be from time to time authorized as an approved budgetary allocation by Resolution of City Council during the term of the Agreement and any other financial commitments made by the parties in this Agreement and any amendments thereto. The parties recognize that the City's continued support through General Fund and Parks millages is beneficial to the Organization.

ARTICLE II

Term, Periodic Review and Renewal of Agreement

- A. Term. It is acknowledged that the first date of the Partnership was July 1, 2007, and all rights and responsibilities associated with the Partnership were effective that date and continue without interruption. For purposes of this Agreement, the term of this Agreement shall be calculated as twenty years (20) commencing July 1, 2007.
- B. Review of the Agreement.
1. Mandatory Periodic Review. During the Transition Period, periodic review of the Agreement shall be performed at the intervals set forth in Article I, following the modification procedures set forth below. Thereafter, the Organization's designee and the City's designee will jointly review certain provisions of the Agreement during the fifth, seventh, tenth, fifteenth, eighteenth, and twentieth years of the Agreement.
 2. Request for Modification And Good Faith Negotiations. If one party believes that a modification of one or more of the provisions of the Agreement is necessary to that party's ability to perform its obligations under the Agreement ("necessary modification") or would be desirable in order to better effectuate the purposes of the Agreement ("desirable modification"), in connection with the mandatory periodic review process described in Section B, 1 of this Article II, that party shall provide written notice to the other party of a request to renegotiate and modify such provisions and shall state in the notice whether a modification is necessary or desirable. A requesting party shall act in good faith in identifying a requested modification as necessary or desirable. The parties agree to renegotiate the provisions at issue in good faith and in a manner that attempts to preserve as much as possible of the purposes and economic arrangements originally contemplated by the parties. If the parties are unable to reach agreement on a requested modification within one hundred twenty (120) days after the date of a notice requesting

renegotiation and modification, the parties shall continue to try to reach agreement pursuant to the dispute resolution provisions of Article XII.

3. Modifications Agreed to By Parties. Any modification must be approved by the Organization and the City Administrator, or designee and must be reduced to a writing that is signed by the authorized representatives of the parties. Any modification which substantially alters the responsibilities of the parties under this Agreement is subject to approval of City Council and the Board of Directors of the Organization.
 4. Provisions Outside Scope of this Article. Notwithstanding the foregoing paragraphs of this Article II, the following provisions of the Agreement shall not be subject to the mandatory review and renegotiation rights provided in Section B of this Article II, Article III, Article IV and Article V, which provisions are necessary conditions to the Organization's willingness and ability to assume its obligations under this Agreement.
- C. Renewal. This Agreement may be renewed by mutual agreement of the parties for a term and under terms and conditions to be negotiated and approved by the respective governing bodies of the City and the Organization. At this time the parties intend that the "partnership" between them will be a long term relationship that will evolve over time and extend beyond the term of this Agreement.

ARTICLE III

Property Management and Operation and Use of Tangibles, Fixtures and Improvements

- A. Management and Operation of Area A by Organization. In consideration of the terms and conditions of this Agreement, the City hereby grants to the Organization operational control over the portion of the Leslie Properties that is described as Area A in Exhibit A hereto (hereafter "Area A") for the Term of the Agreement and for the purposes stated herein.
1. Existing Resident Tenants. The Organization's control of Area A is subject to existing leases or use agreements, whether written or oral, between the City and Natural Area Preservation ("NAP") of the City Public Services Area and Project Grow, a nonprofit organization (the terms of the respective contracts are incorporated here by reference). Effective July 1, 2007, the Organization was authorized to administer any such existing lease or use agreement and to collect and retain the rents therefrom. The Organization shall report annually, commencing July 1, 2008 and each July 1 thereafter for the remainder of the term of the Agreement, or such other term or reporting date as is hereafter agreed to by the parties, to the City Community Services Area Administrator, or designee, on any issues

raised, complaints received, and rents collected or remaining outstanding, in connection with the Organization's administration of the leases or use agreements. The Organization shall promptly notify the City Community Services Area Administrator of any claim of loss or damage to person or property in connection with, made to or received as administrator of, the leases or use agreements and agrees to fully cooperate in investigation or any other aspect of such claim.

2. Organization's Right To Occupy Current NAP/Project Grow Office Space Upon Termination/Expiration of Existing Lease or Use Agreements. Upon the termination or expiration of the term of any lease or use agreement now in effect with NAP or with Project Grow for office space, the Organization shall have the right to assume occupancy of, in whole or in part, the space leased or used by NAP or Project Grow. Organization will provide the City, Attn. Community Services Area Administrator, with notice of its intent to exercise this right not less than thirty (30) days prior to the end of the existing lease or use agreement with NAP or Project Grow and thereafter confirm the date occupancy is available.

3. Organization's Right To Lease Current NAP and/or Project Grow Office Space. Upon the termination or expiration of the term of any lease or use agreement now in effect with NAP or with Project Grow for office space, and the Organization's determination that it does not intend to exercise its rights, in whole or in part, as provided in Section A, 2 of this Article III, the Organization shall have the right to lease such portion of Area A as it determines to any City service area or unit or community organization whose mission is closely related to the mission of the Organization, on such terms and conditions as are determined by the Organization, and to retain the rents from such leases, subject to the following conditions:

a. All leases must be in writing and the terms and conditions of any lease shall be consistent with the policies of the City Parks and Recreation Services Unit then in effect, and of which the Organization has been given written notice, for the rental to or use of its facilities by third parties. The form of any lease to be entered into under this provision shall be pre-approved by the City. The Organization may not assign any of its duties or obligations under the term of this Agreement to any Lessee. The City reserves the right to reject the approval of any lease with a community organization whose purpose is in conflict with the goals of this Agreement.

b. No lease may be entered into for a term beyond the term of this Agreement or on conditions in conflict with the terms of this Agreement.

c. Lessees must agree to conform with all governmental regulations affecting the premises, applicable terms of this Agreement and shall require any Lessee, exclusive of NAP or any other City

service area or unit Lessees, to indemnify the City for any penalties, damages or other changes imposed for any violations of law due to the actions or neglect of the Lessee or persons acting under or through the Lessee; that the Lessee 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Lessee, its employees, agents, invitees and guests occurring in during the lease period.

d Lessee shall obtain liability insurance that lists the City of Ann Arbor as an insured party in amounts and of type satisfactory to the City Attorney to cover its use and occupation of the premises. The requirement to obtain liability insurance listing the City of Ann Arbor as an insured party shall not apply to the lease of the premises by any City service area or unit, including but not limited to NAP.

4. Caretaker Residence. The Organization's control of Area A is also subject to an existing lease agreement between the City and the current resident of the Caretaker Residence situated in Area A. Effective January 1, 2008, the Organization was authorized to administer that lease for the remainder of its term. Effective at the termination of that lease, and thereafter, the Organization may lease the Caretaker Residence situated in Area A to one or more individuals who shall be responsible for certain oversight and upkeep of Area A. The lease shall be on such terms and conditions as are determined by the Organization. It is provided, however, that the lease shall prohibit the tenant from subletting his or her tenancy in the Caretaker Residence or performing or having performed any interior or exterior repairs or renovations to the residence without the express written permission of the City. Interior cosmetic changes (such as interior wall painting) may be approved by the Organization's Executive Director. The City shall have the obligations to maintain and repair the Caretaker's Residence that are set forth in Sections B, 1 through 3 of Article VII, and also the obligation to maintain and repair the residence as needed to comply with any applicable laws governing residential rental property. Under no circumstances shall the Caretaker be authorized to install on or around Area A any equipment, appliances or furnishing (such as waterbeds, floor safes or other heavy objects) that could cause an unsafe condition on or around the Caretaker Residence or structural damage to the Caretaker Residence, excluding dish systems, antenna or towers which may be installed subject to written approval by the Community Services Area Administrator; permit any flammable liquids or explosive to be kept on or around the Caretaker Residence; accumulate refuse on or around the Caretaker Residence that might pose a health hazard to the Caretaker, other Sublessees or the public; allow any activity on or around

the Caretaker Residence that would result in an increase in fire insurance premiums for the City for the Caretaker Residence or Area A. The terms and conditions of any lease entered into under this provision shall be consistent with the policies of the City Parks and Recreation Services Unit then in effect, and of which the Organization has been given written notice, for the rental to or use of its facilities by third parties. The form of any lease to be entered into under this provision shall be pre-approved by the City and shall include as part of the rental terms that Caretaker agrees to conform with all government regulations affecting the premises, the prohibitions set forth above in Section A, 4 of this Article III; and shall indemnify the City for any penalties, damages, or other charges imposed for any violations of laws due to the actions or the neglect of the Caretaker or persons acting under or through the Caretaker; shall require the Caretaker to 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Caretaker, its employees, agents, invitees and guests occurring during the lease period. To the extent permitted by law, the City, its officers, employees, contractors and agents, shall not be liable for any damage to the Caretaker's personal property or loss of such personal property that is caused by theft or casualty on or around the Caretaker Residence or Area A. It is acknowledged by the parties that the City has recommended, but not required that the Caretaker obtain insurance to protect Caretaker's personal property against such loss or damage. It is further acknowledged by the parties, that this Agreement does not and is not intended to create any relationship between the Caretaker and the City of any nature or kind and the City shall have no obligations to the Caretaker under any lease between the Organization and the Caretaker. Whenever it is reasonably possible, as determined by the Organization, the Organization shall lease the Caretaker Residence to an LSNC staff member or intern.

5. Organization May Not Assign Rights, Responsibilities or Leases. The Organization may not assign its rights or responsibilities under this Agreement or any leases into which it enters pursuant to Section A of this Article III, without the written consent of the City.
- B. Use of City Tangible Property/Fixtures and Improvements. The City hereby grants the Organization the right to use all of the City's tangible property, fixtures and improvements located on or in Area A, which are set forth in Exhibit B, City Tangible Property, Fixtures and Improvements and Maintenance/Repair/Renewal/Replacement Schedule, effective July 1, 2007, 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 B and shall indemnify the City for any damage (ordinary wear and tear excepted) to or loss of the tangible property which is to be returned to the City at termination of this Agreement.

- C. Organization's Right To Enter Into Rental/Use Agreements For Private Events And To Sell Mission Related Merchandise. The Organization shall have the right to enter into use and rental agreements for portions of Area A for private events and to use Area A to sell merchandise related to the Organization's mission, as determined by the Organization, including, by way of illustration and not limitation, T-shirts with the LSNC logo, books, CDs and educational toys; provided that such activities shall be consistent with Chapter 39 of the City Code regarding the use of City Parks. The Organization shall retain all revenues obtained from such use and rental agreements and sales. It is provided, however, that nothing in this provision shall be construed as granting the Organization the right to license the use or to use the City or Parks logo for any purpose without the express written permission of the City. The terms and conditions of any rental or use agreement shall be consistent with the policies of the City Parks and Recreation Services Unit then in effect, and of which the Organization has been given written notice, for the rental to or use of its facilities by third parties. The form of any rental/use agreement to be entered into under this provision shall be pre-approved by the City and shall include as part of the rental terms that renter agrees to conform with all government regulations affecting the premises; that the renter shall indemnify the City for any penalties, damages, or other charges imposed for any violations of law due to the actions or the neglect of the renter or persons acting under or through the renter; that renter 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the renter, its employees, agents, invitees and guests occurring during the rental period.
- D. City Access to Area A. City representatives shall have reasonable and appropriate access to Area A to fulfill the City's obligations under this Agreement and to fulfill its responsibility to steward the lands and facilities donated to the City by Dr. and Mrs. Leslie.
- E. City Right To Use Area A For Conferences, Meetings and Special Events. The City shall have the right to use Area A for conferences, meetings and other special events, upon reasonable advance notice to the Executive Director of the LSNC or designee and subject to the program, activity and event calendar of the

LSNC. The City service area/unit, board or commission making use of Area A shall pay the Organization for the use of Area A according to the City policy and practice then in effect for the use of City facilities by City service areas, boards or commissions. Notwithstanding the foregoing, if the City Parks and Recreation Service Unit uses Area A, the policy and practice to be applied shall be that of the City Parks and Recreation Service Unit for use of the facilities of that Service Unit by another entity of that Service Unit, with the Organization being treated, for these purposes only, as a facility of that Services Unit.

- F. Public Access to Grounds of Area A for Passive Recreational Activity. In general, the public shall have access to the grounds of Area A for passive recreational activities each day from 6:00 a.m. to 10:00 p.m. ET or such other times as may be from time to time established by City Council 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 Area A as are adopted by the Organization from time to time not inconsistent with the promulgated City Parks Rules. Notwithstanding the foregoing, LSNC staff may restrict such public access to the extent that LSNC staff deem necessary and appropriate to provide for its programs, activities and events and for private event rentals.

ARTICLE IV

Use of Other City Real Property By Organization

- A. Priority Use of Area B and Black Pond Woods Park. The City hereby grants the Organization priority use of the portion of the Leslie Properties that is described as Area B in Exhibit A hereto (hereafter "Area B") and Black Pond Woods Park (collectively known in this paragraph as "Area B and Black Pond Woods Park") for LSNC activities, events and programs. There shall be no charge by the City to the Organization for use of Area B and Black Pond Woods Park. Use of Area B and Black Pond Woods Park for activities, events or programs of the City or any group or organization other than the Organization shall be scheduled through City Parks and Recreation staff after consultation with LSNC staff, at a time that does not conflict with activities, events and programs scheduled for Area B and Black Pond Woods Park by LSNC. The City shall have the right to charge for the use of Area B and Black Pond Woods Park and retain any revenue so generated by the use of that Park for activities, events or program of the City or any group or organization other than the Organization. The City agrees to schedule its significant, non-emergency maintenance activities, such as prescribed burns, pesticide treatments, tree removal, tree trimming, and the like, for Area B and Black Pond Woods Park with City Parks and Recreation staff in coordination with LSNC staff, at least thirty (30) days in advance.

Organization acknowledges the presence of the Project Grow Community Gardens in Area B at the location identified in the map attached to Exhibit A,

which gardens are part of a City-wide arrangement for use of public land by Project Grow subject to any contractual conditions entered into between the City and Project Grow regarding this community garden. It is agreed by the parties that the public shall have access to the designated location for gardening purposes daily from 6:00 am to 10:00 pm ET or such other times as may be from time to time established by City Council subject to the provisions of Chapter 39 of the Ann Arbor City Code for use of City parks.

The City shall maintain all paths, trails and walkways in accordance with established City work schedules in Area B, Black Pond Woods Park and adjacent parks and make ordinary repairs thereto, including any filling in of worn out and washed out areas. There shall be no cost charged to the Organization for any service described in this paragraph.

- B. Use Of Other City Parks. The Organization may use other City parks, including by way of illustration and not limitation, Furstenburg Park and Gallup Park, 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 responsibility of the Organization. Use of other City parks, including those used for illustration, by the Organization shall be arranged through the City Parks and Recreation staff at such times as those parks are available and as are not in conflict with City-sponsored activities, programs and events.

ARTICLE V

Fiscal Obligations of City and Organization

- A. Leslie Trust Distributions. The City agrees that all distributions of income and principal made by the Trustee of the Leslie Trust shall be paid over when received and subject to the terms of the Trust and the particular distribution, if any, to the Organization, to be used by the Organization to maintain and improve Area A in accordance with this Agreement, effective July 1, 2007. It is acknowledged by the parties, that effective December 8, 2008, and continuing thereafter the City has conditionally authorized direct distribution payments to the Organization by the Trustee. Continuance of said authorization to the Trustee is and remains during the term of this Agreement on the Organization's full compliance with all terms and obligations set forth in the Agreement.
- B. Millage Funding/City Capital and Improvement Plans. Subject to the restrictions stated in the Ann Arbor City Charter on the expenditure of park millage funds and the conditions set forth in this subparagraph, the City shall expend the millage funds for Area A as detailed in Exhibit C, Site Improvements and Landscaping Plan. The City agrees to continue to include Area A in any Service Area review

of City-owned property for development, rehabilitation or restoration projects 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 involve LSNC staff in discussions, development and planning for these plans for both maintenance and capital improvements for Area A following the process outlined in Exhibit D, LSNC Maintenance and Capital Improvement Planning Process, with Exhibit C, Site Improvements and Landscaping Plan serving as the Document of record for such plans.

It is acknowledged that the intent of the Organization is to raise funds during the term of this Agreement for, among other purposes, assistance with the renovation and maintenance of facilities and grounds of Area A. Restrictions on such activities in connection with capital improvements made by the Organization are outlined in Article VII below.

C. City General Fund Commitment.

1. Fiscal Years 2008 and 2009. In addition to the funding obligations set forth in Sections A and B of this Article V, the City has authorized the expenditure of City funds in the approved FY 08 budget in the amount of \$35,000 to assist in the operational expenses of the Organization. Additionally, in accordance with transitional plan provisions stated in Article I, City Council has approved a two year financial plan for FY 07-09 that provides \$35,000 in funds in the City general fund budget for FY 08 and \$31,500 in the general fund budget for FY 09 to assist with operational expenses of the Organization.

2. Fiscal Years 2010 and 2011. The parties hope that the City will provide General Fund assistance with the operational expenses of the Organization in FY 10 in the amount of \$28,350 (90% of \$31,500) and in FY 11 in the amount of \$25,515 (90% of \$28,350). The parties acknowledge, however, that City Council will make the determination of how much assistance the City can provide the Organization for those years based on all of the relevant circumstances in effect at the time such assistance would be approved. If the level of support described in Section C, 2 of this Article V is not appropriated for the Organization for FY 10 and/or FY 11, the Organization's designee and the City's designee will meet and work together in good faith to identify potential replacement funding from other sources.

D. Additional City Fiscal Obligations. The City has the additional fiscal obligations and the limitations thereon are set forth in Article VII.

E. Cooperation and Support In Grant Applications and Other Funding Efforts. The City shall provide reasonable, necessary cooperation and support to 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. Likewise, the Organization shall provide reasonable, 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 to the extent the grant or funding opportunity does not conflict with existing or future Organization funding opportunities or grant applications. The City shall consider Area A, inclusive of facilities operated and/or managed by LSNC for capital improvement grants in collaboration with the LSNC, consistent with the provisions of this Article V. 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 evidencing City financial and in-kind support that may serve as matching funds required for grant applications.

- F. LSNC Program Revenue. Effective July 1, 2007, the City shall provide information to the Organization about and reimburse to the Organization all fees, rentals and other income that are inadvertently submitted to the City in payment for LSNC programs, events, and the like, within forty-five (45) days whenever possible but in no event longer than sixty (60) days of receipt of such payments. Notwithstanding the above the City shall not be required to make the Organization whole for any payment by check, note or other negotiable instrument later determined to be insufficient and it shall be the Organization's responsibility to pursue whatever legal remedies it may have for nonpayment. City agrees to fully cooperate with such efforts.
- G. LSNC Fiscal Responsibility Obligations. It is acknowledged that the intent of the Organization is to raise funds during the term of this Agreement for, among other purposes, assistance with the renovation and maintenance of facilities and grounds of Area A. The "Threshold Date" shall be the date on which the Organization's aggregate "Unrestricted Donations" received on or after November 1, 2007 (the first day of the Organization's first fiscal year under the Partnership Agreement) reach \$500,000. Unrestricted Donations are those which the donors have not designated for or limited to a specific purpose, program or facility and which therefore are available to the Organization for general operational support. The Unrestricted Donation component of a payment for which the donor received a benefit in exchange for the payment, such as a meal, entertainment or gift certificate, shall be the portion of the payment that is net of the cost to the Organization of the benefit provided by the Organization to the donor. For example, if a donor pays \$100 for a ticket to a fundraising event, and the Organization incurs costs of \$40 per donor to provide food and entertainment, the portion of the ticket price that is an Unrestricted Donation is \$60. After the Threshold Date the Organization shall be required to contribute to the cost of maintaining Area A (hereafter "Maintenance Cost Sharing") in the manner described in this Section G. The Organization will make every effort to actively solicit Unrestricted Donations.

Within ninety (90) days after the end of each of its fiscal years, the Organization shall report to the Community Services Area Administrator its total Unrestricted Donations for the prior year. For the Organization's FY 2008, the report shall be delivered within ninety (90) days after execution of this Amended and Restated Partnership Agreement.

Starting with the Organization's first fiscal year after the Threshold Date, the Organization's Maintenance Cost Sharing obligation shall be determined as follows:

For each year after the Threshold Date (such fiscal year shall be referred to as a Maintenance Cost Sharing Year"), the Organization shall pay to the City the lesser of:(i) ten percent (10%) of the value of all Unrestricted Donations received by the Organization in the Maintenance Cost Sharing Year, or (ii) the actual amount expended by the City for the maintenance of Area A during the relevant Maintenance Cost Sharing Year. If any such payment is due, the Organization shall pay it within thirty days after the City presents to the Organization proof of the amount spent by the City for maintenance of Area A during that relevant Maintenance Cost Sharing Year.

The remainder of the Organization's fiscal responsibility obligations under this Agreement are set forth in Article VII and Article XI, Section B.

ARTICLE VI

Organization's Mission; Organization's and City's Program Obligations; Scholarships for Ann Arbor Residents; Organization's Sponsorship and Naming

- A. Mission of Organization. The Organization agrees to maintain a mission focused on providing nature, science and environmental education and experiences for youth, families and other individuals.
- B. Develop and Operate Programs and Events Consistent with Mission And Right to Retain Fees.
 - 1. The Organization shall develop and implement programs, activities and events that are consistent with the type of mission described in Section A of this Article VI and that may take place either on Area A, Area B, or at off-site locations including Black Pond Woods Park. These may include, but not be limited to, camps, environmental education, special events, volunteer training, seminars and workshops, service learning projects, habitat restoration projects, fundraising events and activities and scientific research.

2. The City acknowledges that the Organization has developed a Raptor Educational Program. Any Federal and State permits for the raptors housed on Area A will be held by the Organization or its designee.
 3. 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 the programs, activities and events described in Section B of this Article VI.
 4. The Organization may charge such fees as are authorized by the Organization, without prior approval of the City, except as modified by the scholarship provisions of Section D of this Article VI for Ann Arbor residents, for admission to LSNC programs, activities and events, and shall retain all such fees.
 5. The Organization shall not charge any fee for passive recreational use of LSNC grounds by the public.
 6. The Organization shall comply with published City non-discrimination policies that are made available to the Organization in administering its public programs, activities and events.
- C. Joint Development of Environmental/Natural Science Education Plan and Responsibility. The City and the Organization are both committed to a joint partnership to the City's Parks System and resources and the Organization's resources to enhance environmental education. The parties, as of the date of execution of this Agreement, are currently providing baseline environmental education services ("Baseline Services") as provided for in Exhibit E. The parties agree to cooperatively develop an annual joint plan for offering these Baseline Services and any additional (beyond Baseline Services) free and fee-based programs, camps and educational experiences for youth that have environmental and/or natural science education as the primary focus (hereafter the "Joint Environmental and Natural Science Education Plan"). The Joint Environmental and Natural Science Education Plan for each year shall be jointly developed by no later than December 31 of the immediately prior year and incorporated herein as Exhibit E.
- D. Scholarships For Ann Arbor Residents. The Organization agrees to make available scholarship awards consistent with City Parks and Recreation Services Scholarship Program (attached as Exhibit F hereto) regarding income-eligible City of Ann Arbor residents. Income-eligible City of Ann Arbor residents will provide a copy of their City of Ann Arbor scholarship award letter to the LSNC to receive the scholarship. The Organization will make available a minimum number of scholarships that is consistent with the average number and value of scholarships annually provided through the Leslie Science Center since 2003/04 to City residents. The Organization will cover the program costs. The City

agrees to perform the necessary verification of applicant eligibility for the Program. The Organization shall not be required to provide scholarships to residents of the City of Ann Arbor during any period in which the City does not provide scholarships. The City and the Organization agree to work together to support funding for scholarships for City residents for LSNC programs.

E. LSNC Program Advertisement. The City shall permit 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, seasonal brochures. The City shall charge the Organization for such advertising at the same rate the City charges City operations for the same advertising. 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 Organization is an independent non-profit corporation.

F. Sponsorship and Naming: The Organization may operate Area A using sponsorship and naming signage, plaques, displays, graphic installations, advertising and information presentation in acknowledgment of or in connection with the Organization's mission or any donation or contribution that supports that mission subject to any design or physical placement restrictions of the City, its ordinances or park rules and the requirements of Exhibits G. Notwithstanding the above, the Organization is not authorized to use the City of Ann Arbor logo or the Parks and Recreation Service Unit logo in the design of any signage, plaque, display, graphic installation, and advertisement or information presentation without the express written permission of the City. Any long term signage, plaque or display which is proposed as an attachment, fixture or permanent installation to any building or as a permanent free-standing exhibit on the grounds of Area A ("long term" is defined as more than two years) must meet design, location and installation specifications described in Exhibit H, Signage, Plaques and Display Specifications. Any such signage, plaque or display that is of a type not addressed by the Specifications set forth in Exhibit H must be preapproved in writing by the Community Services Area Administrator or designee.

It is further provided that any such sponsorship and naming must be consistent with the Organization's Sponsorship and Naming Policy (hereafter in this paragraph "Policy"), the current version of which shall be attached to this Agreement as Exhibit G. It is acknowledged that current version of Exhibit G attached to this Agreement on the date this Agreement is executed is an interim Policy which has been approved by the Community Services Area Administrator and which shall serve as the Organization's Policy until completion and approval of the Policy described in the next paragraph.

The Community Services Area is developing its own written sponsorship and naming policy; after it has been completed and the City Parks Advisory Commission has recommended its approval and it is approved by the City Administrator in accordance with City administrative policies or City Council, the City shall deliver it to the Organization, which shall revise its Sponsorship and Naming Policy to be consistent with the new City policy and shall seek its written approval by the City Administrator or designee as being consistent with the City policy. Naming and sponsorship actions taken by or committed to by the Organization, in compliance with its previously approved interim Policy shall be evaluated jointly by the City and LSNC using the new policy standard. If the City believes such an action taken or committed to by the Organization under its previously approved interim policy could create actual or perceived damage to the public image of the Leslie property and/or the City, such action shall be altered, to the extent reasonably possible, to comply with the new policy requirements, or, if such alteration is not possible, the parties shall negotiate another appropriate resolution.

ARTICLE VII

Maintenance, Repairs and Replacements and Other Obligations of City and Organization

- A. **“Improvements.”** For purposes of this Agreement, the term “Improvements” includes the buildings and structures on Area A, which in turn currently include, by way of illustration and not limitation, the Leslie Residence, Caretaker’s Residence, Office Building, Critter House, Nature House and Raptor Enclosures.
- B. **City’s Obligations.**
1. **Annual Review.** The facilities, improvements, fixtures, grounds and equipment identified in Exhibit B, City Tangible Property, Fixtures and Improvements and Maintenance/Repair/Renewal/Replacement Schedule shall be maintained, repaired, renewed and/or replaced as provided for in Article V and Exhibit B and further detailed in this Section. The Organization’s current fiscal obligations and funding reserves shall be reviewed by the parties as part of the prescribed annual review process. Plans for such maintenance, repair, renewal and/or replacement shall follow the process outlined in Exhibit D, LSNC Maintenance and Capital Improvement Planning Process and other City processes then in effect. The City shall include the Organization in its normal capital, maintenance and repair planning and scheduling as stated above in Article VI. The City shall meet with LSNC for an annual review to document and schedule needed capital, maintenance and repair of improvements which may be incorporated into the current version of Exhibit C, Site Improvements and Landscaping Plan. The City shall be obligated to make a repair not

incorporated into the current version of Exhibit C, or assigned to the Organization by mutual agreement of the parties as the result of an annual review process, only if it is an emergency or is necessary for health or safety of the public and the Organization has notified the City in writing of the need for the repair and the repair was not necessitated by the negligence, abuse or willful acts of the Organization, its officers, employees, agents, and invitees (to the extent the Organization has assumed responsibility for any invitees in connection with any supervised program activity (for example by way of illustration, summer camp).

2. Structural Maintenance and Repair/Replacement of Improvements. The City shall maintain and repair or replace the structure of all Improvements, at a reasonable level, whether the need for maintenance, repair or replacement is caused by ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, act of god or vandalism. For these purposes the "structure" to be maintained or repaired includes, by way of example, roofs, siding, gutters and downspouts, foundations, exterior walls, decking, piers, doors, windows, interior floors and walls, electrical systems, plumbing, HVAC systems, etc. For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or vandalism there shall be no cost charged to the Organization for any service described in this paragraph. If repairs/replacements requested are above normal maintenance standards for the City properties or in excess of current City budgetary appropriations, unreasonable or due to the negligence, abuse or willful acts of the Organization, its officers, employees, agents, and invitees (to the extent the Organization has assumed responsibility for any invitees in connection with any supervised program activity (for example by way of illustration, summer camp), the Organization shall be responsible for costs in excess of \$1,000 associated with the requested repairs/replacements, excluding costs arising out of the willful acts of the Organization for which the Organization shall be responsible for entire cost associated with the requested repair/replacement. Regardless of whether the City or the Organization funds are being used to pay for maintenance, all maintenance work shall be performed under and subject to City specifications.

3. Exterior Maintenance of Improvements. The City shall be responsible for necessary maintenance of the exterior of the Improvements, such as painting, at no cost to the Organization. For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or vandalism there shall be no cost charged to the Organization for any service described in this paragraph. If maintenance requested is

above normal maintenance standards for the City properties or in excess of current City budgetary appropriations, unreasonable or due to the Organization, its officers, employees, agent, and invitees (to the extent the Organization has assumed responsibility for any invitees in connection with any supervised program activity (for example by way of illustration, summer camp) negligence, abuse, or willful acts the Organization shall be responsible for costs in excess of \$1,000 associated with the requested maintenance, excluding costs arising out of the willful acts of the Organization for which the Organization shall be responsible for entire cost associated with the requested repair/ replacement. The Organization may supplement City fund allocations or pay in full for exterior maintenance if the City is unable to provide the necessary funds for exterior maintenance. If the Organization elects to supplement City funds allocations or pay in full for exterior maintenance, the Organization may not at the time of expenditure or at any date thereafter make a claim against the City for reimbursement of the funds. Regardless of whether the City or the Organization funds are being used to pay for maintenance, all maintenance work shall be performed under and subject to City specifications.

4. Maintenance of Paved Areas, Fences, Gates, and Bridges. The City shall maintain and repair, and replace as needed, all outdoor paved areas, including walks, driveways and parking areas in good condition, and shall provide 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. For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or vandalism there shall be no cost charged to the Organization for any service described in this paragraph. If maintenance requested is above normal maintenance standards for the City properties or in excess of current City budgetary appropriations, unreasonable or due to the Organization, its officers, employees, agent, and invitees (to the extent the Organization has assumed responsibility for any invitees in connection with any supervised program activity (for example by way of illustration, summer camp) negligence, abuse or willful acts, the Organization shall be responsible for costs in excess of \$1,000 associated with the requested maintenance excluding costs arising out of the willful acts of the Organization for which the Organization shall be responsible for entire cost associated with the requested repair/replacement. Regardless of whether the City or the Organization funds are being used to pay for maintenance, all maintenance work shall be performed under and subject to City specifications.

5. Lawn Mowing and Care. The City shall provide lawn mowing and such other lawn care as is determined by the City or as may be specified in Exhibit C at such intervals as are necessary to keep the lawn in trim and well-kept condition, subject to available staffing and capabilities. There shall be no cost charged to the Organization for such service in Area A and Area B. The Organization may elect to provide at its own cost, supplemental lawn mowing and lawn care. Any supplemental lawn care shall be in accordance with City ordinances and Parks Operations Service Unit guidelines.
6. Landscaping. To the extent available to and provided no additional expense would be incurred by the City, the City shall provide the Organization with wood chips and compost from its local public sources for use in meeting its landscaping obligations under this Agreement. The City shall promptly remedy any hazard posed by trees or other vegetation to the roads, buildings or trails in Area A or Area B. 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.
7. Exterior Lighting. The City shall maintain and repair, and replace as needed, in accordance with City guidelines and schedules the exterior lighting of Area A and Area B, 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. For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or vandalism there shall be no cost charged to the Organization for any service described in this paragraph . If repairs/replacements/maintenance requested are unreasonable or due to the Organization's abuse, the Organization shall be responsible for costs associated with the requested repairs/replacements/ maintenance.
8. Fixtures and Appliances. The City shall pay for replacement of HVAC fixtures and appliances such as water heaters and furnaces, and for the appliances listed on Exhibit B City Tangible Property, Fixtures and Improvements and Maintenance/ Repair/Renewal/Replacement Schedule, when necessary.
9. Security and Safety. The City shall provide LSNC with the same level of security provided to City parks.

C. Organization's Obligations.

1. General Housekeeping, Routine Maintenance and Minor Repairs to Interiors of Improvements. The Organization shall provide all general housekeeping and routine maintenance of and minor repairs for the interior of the Improvements, consistent with the limits of the qualifications and abilities of LSNC staff members. The Organization shall maintain Area A in a neat and orderly condition and shall use reasonable efforts to keep the grounds free of bottles, papers, trash and other debris.
2. Supplemental Exterior Improvements and Alterations. Supplemental exterior improvements and alterations shall be the responsibility of the Organization and must be approved by the City, consistent with the process outlined in Exhibit D, LSNC Maintenance and Capital Improvement Planning Process.
3. Landscaping. The Organization shall maintain the planted areas around the Buildings, as illustrated in Exhibit C, Site Improvements and Landscaping Plan.
4. Capital Improvements. It is understood that the City does not intend to provide any funding for the construction of any Capital Improvement authorized under this Article VII, section 4, but may decide to contribute to the cost of construction at a later time. The Organization agrees and acknowledges that any Capital Improvement it may make to Area A shall inure to the sole and exclusive benefit of the City and that, except as otherwise provided by this Agreement or agreed elsewhere in writing by the City and the Organization, the City shall have no obligation to pay, and the Organization shall hold the City harmless against, any and all third party claims in connection with any construction, operation or maintenance costs of improvements undertaken by the Organization. The Organization shall make no significant capital improvement (i.e., an improvement that costs more than \$25,000) or other significant material change (e.g. addition to existing building envelope, major renovation of the interior of a building, significant topographical alteration of any landscape feature) (hereafter "Capital Improvement") in any part of any of Area A without first satisfying the applicable requirements contained in subsections a through c, below.
 - a. Notification of Community Services Administrator or Designee/ Approval, Disapproval or Designation of Additional Procedures. The Organization shall notify the Community Services Administrator or designee in writing of any proposed Capital Improvement. Within ten (10) business days of delivery of such notice, the Community Services Administrator or designee shall either: (i) request of the Organization such additional information regarding the proposed Capital Improvement as is necessary for the

Community Services Administrator or designee to provide the direction described in the next sentence, or (ii) indicate that no additional information is required at that time. Within fifteen (15) business days after the Community Services Administrator or designee receives such additional information or has indicated that no such additional information is required, the Community Services Administrator or designee, acting within the scope of the Administrator's authority, shall either: (i) approve or disapprove of the Capital Improvement administratively, (ii) establish special procedures for evaluation and approval or disapproval of the Capital Improvement and the time-line for those special procedures, or (iii) direct that the Capital Improvement be subject to the Procedures for Major Capital Improvements set forth in subsection c below.

b. Requirements Applicable to All Capital Improvements. If a Capital Improvement would result in an increase in the City's financial obligations under this Agreement for the operation, maintenance, or repair of structures, landscape features or other facilities, then the Organization must agree to assume full responsibility for that increased cost and must satisfy the Community Services Area Representative or designee of the Organization's ability to fulfill this responsibility before City approval will be granted. Proposed Capital Improvements subject to the Procedures for Major Capital Improvements set forth in subsection c, below, and, at the election of the Community Services Area Representative or designee, those subject to special procedures for evaluation and approval or disapproval of the Capital Improvement established by the Community Services Area Representative or designee, must also meet the Operations and Maintenance requirements set forth in subsection c, iii.

c. Procedures for Major Capital Improvements Approval of proposed Capital Improvements subject to the procedures in this subsection c shall be contingent on: (1) City's receipt and approval of concept documents for the proposed Capital Improvement, and thereafter at the appropriate stage of the project, (2) City's written approval of the design for the Capital Improvement, (3) City's receipt of acceptable documentation that one hundred percent (100%) of the costs of design, development and construction of the Capital Improvement have been raised, and (4) either: (A) City's receipt of acceptable documentation that the Organization has provided for a restricted or endowment fund for maintenance and operating costs of the Capital Improvement or (B) City approval of the Organization's plan for providing such a fund.

i. Stage 1 – Design.

A. The Organization shall be required to contract with a qualified design consultant to provide all design and

engineering documents required for construction of the Capital Improvement. The Organization shall be required to provide contract documents to the City for review and approval prior to executing any such contracts. The Organization acknowledges that the City may need specific provisions added to the contract, including but not limited to insurance, indemnification or rights to work product. The parties intend that the Community Services Area Administrator or designee shall provide advice and assistance in identifying a qualified design consultant and to work together cooperatively along with the selected consultant to insure that the Capital Improvement's design meets the needs of the Organization and the City prior to contracting with any consultant.

B. The Organization shall be responsible for all costs for the Capital Improvement design incurred prior to the completion of construction of the Capital Improvement.

C. The City and the Organization intend to agree upon a plan for the design and configuration of the Capital Improvement prior to the initiation of any work in Area A. Upon completion of the design for the Capital Improvement, the City intends to review the design proposal, following all established City ordinances and procedures, including but not limited to, public input, review by the Parks Advisory Commission, the Planning Commission, if necessary, and City Council. The final design of the Capital Improvement shall be subject to City Council approval.

ii. Stage 2 – Construction.

A. Construction of the Capital Improvement shall not be authorized by the City until the Organization has provided documentation that one hundred percent (100%) of the necessary funds for construction are encumbered and available for expenditure. Such funding shall include all site-preparation and construction costs, including a ten percent (10%) contingency for change orders based on a construction bid or verified cost received no later than thirty (30) days prior to the proposed date of commencement of construction.

B. The Organization agrees to competitively bid construction of the Capital Improvement. The Community Services Area Administrator may review

and provide assistance in the selection of responsible bidders.

C. The Organization shall be required to commence construction of any Capital Improvement that has been completely funded within a reasonable amount of time but in no case later than twelve months after all necessary funding has been secured. The City and the Organization will develop a schedule for completion of construction activities. The City will reconsider its commitment to the Capital Improvement if construction is not completely funded with twelve (12) months of the Organizations request for approval to proceed with design of the Capital Improvement.

D. The City and the Organization agree to enter into a comprehensive agreement for construction of the Capital Improvement. The parties intend that concurrent with or sometime after City Council approval of the design of the Capital Improvement, the Community Services Area Administrator present the agreement to City Council for approval. The City and the Organization intend that this comprehensive construction agreement will include terms that specify: (a) any necessary parties and their respective roles and responsibilities, (b) the design of the Capital Improvement as approved by the City and the Organization, (c) that any material changes to the design and configuration of the Capital Improvement shall require prior written approval of both the City and the Organization, (d) cost estimates for the construction of the Capital Improvement, or if to be constructed in phases, cost estimates for each phase of the construction, (e) reasonable deadlines for the Organization to raise funds for the construction of the Capital Improvement or if to be constructed in phases, for each phase of the construction, (f) how all construction costs, operation and maintenance costs for life of the Capital Improvement, as well as any costs for special upgrades or improvements desired by the Organization, will be funded by the Organization, (g) any other provisions which the City and the Organization deem relevant to the contract form or particular Capital Improvement.

iii. Stage 3 – Operations and Maintenance.

A. Except as otherwise agreed in writing by the City and the Organization, the Organization further agrees that it will assume responsibility for the operating,

maintenance, repair and replacement costs of a Capital Improvement that is subject to the Procedures for Major Capital Improvements, once the Capital Improvement is completed. Organization agrees to establish an endowment or other City approved restricted fund for continued maintenance costs for a minimum of twenty (20) years or such other appropriate period based on the useful life expectancy for each specific Capital Improvement. The Community Services Area Administrator or designee shall meet with City staff to assess that all necessary or appropriate maintenance and operating costs have been included in the endowment or restricted fund, based on the applicable useful life expectancy of the Capital Improvement. Organization shall make any adjustment to the endowment or restricted fund required by the City review. The Community Services Administrator or designee shall be provided the details for the endowment or restricted fund a minimum of sixty (60) days prior to the commencement of construction.

B. If funding is solicited for this Capital Improvement, ten (10) percent of all solicited funds shall be encumbered for operation and maintenance costs for the life of the Capital Improvement. If funding is allocated as part of the Organization's general budget, the Organization Board agrees to annually appropriate funds for operation and maintenance during the life of the Capital Improvement. The City and the Organization intend to work jointly to develop a comprehensive operations and maintenance budget for all Capital Improvements made to Area A that are subject to the Procedures for Major Capital Improvements

C. Should the Organization cease to operate its programs on the Leslie Properties under an agreement with the City, Organization agrees to assign to the City any endowment or restricted fund established pursuant to this subsection iii for the maintenance and operation of a Capital Improvement if that Capital Improvement is still in operation.

ARTICLE VIII

Utilities

- A. Utility Installation and Maintenance. The City provided the necessary plumbing, electricity, and heating installations required for occupancy effective July 1, 2007. Any other utility installations shall be the responsibility of the Organization, inclusive of installation, maintenance and removal, if appropriate or necessary, unless otherwise agreed to by the City. 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 Area A.

For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or vandalism costs charged to the Organization for any service shall be consistent with Section A of this Article VIII. The City shall not be liable for damages from the interruption of utilities because of any casualties or labor disputes, because of necessary repairs or improvements, or because of any other causes beyond the City's reasonable control. If repairs/replacements requested are above normal maintenance standards for the City properties or in excess of current City budgetary appropriations, unreasonable or due to the negligence, abuse or willful acts of Organization, its officers, employees, agents, or invitees (to the extent the Organization has assumed responsibility for any invitees in connection with any supervised program activity (for example by way of illustration, summer camp), the Organization shall be responsible for costs in excess of \$1,000 associated with the requested repairs/replacements, excluding costs arising out of the willful acts of the Organization for which the Organization shall be responsible for entire cost associated with the requested repair/replacement. Regardless of whether the City or the Organization funds are being used to pay for maintenance, all maintenance work shall be performed under and subject to City specifications.

- B. Utility Charges. 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. The Organization shall pay any utility charge, including periodic billing, for any other utility installation for which it is responsible. Such utilities shall be metered in the Organization's name and the Organization shall be responsible for all charges and deposits for such utilities to Area A during the term of this Agreement. The Organization shall be responsible for the heat, electricity, and water and sewer utility bills for Area A, with the exception as stated above of electricity bills for lighting along walkways and in the parking area.
- C. Telephone and Data Utilities. The Organization shall pay its expenses of telephone and data utilities.

ARTICLE IX

Staffing

The Organization is, and continues to be under this Agreement, responsible for funding, recruiting, and employing an Executive Director and all other appropriate additional staff, whether permanent or temporary, professional service providers and consultants, as determined by the Organization. The Organization agrees to conduct for new employees hired by it in connection with its obligations under this Agreement, effective July 1, 2007, appropriate background checks and all other necessary or appropriate inquiries, as a part of its established hiring process. The Organization shall maintain all appropriate insurance coverages as an employer performing these Services.

ARTICLE X

Other Partnership Opportunities

- A. Allow Organization To Participate In City Purchasing Discounts. Whenever permitted by bid or terms of agreement with a vendor, the City agrees to consider the inclusion of the Organization in any discount programs for the purchase of utilities, materials, supplies or services in connection with the operation and maintenance of City-owned facilities.
- B. Allow Organization To Participate In City Auctions/Sale or Donation of Excess City Property. The Organization may bid in any auction of City equipment and is otherwise eligible as to receive property no longer needed for corporate or public purposes.

ARTICLE XI

Organization's Reporting, Fiscal Responsibility and Other Requirements and City Representation

- A. Maintain Tax Exempt Status. The Organization has provided the City with documents showing that the Organization has tax exempt status under Section 501(c)(3) of the Internal Revenue Code. The Organization shall maintain that status, and shall promptly provide the City with written notice of any changes in status.
- B. Annual Audit, Fiscal Annual Report and Other Obligations of Organization.
 - 1. The Organization agrees to maintain complete and accurate records of its financial, program and land management activities and to keep books and accounts in accordance with generally accepted accounting practices. In addition, where required by the terms of this Agreement, the Organization

- shall establish and maintain such special purpose or endowed funds in accordance with required accounting practices.
2. The Organization will obtain an audit for each of its fiscal years (which run from November 1 to October 31) and the audit letter will express an unqualified opinion on the Organization's financial statements. At any point during the term of the Agreement in addition to the audit, the City shall have the right to request a trial balance outlining revenue and expenses and balance sheet information.
 3. The Organization will devote at least 65% of its annual operating expenditures, averaged over a rolling three-year period, to support and provide programs described in Section B, 1 of Article VI.
 4. The Organization will endeavor to maintain sufficient funds to cover three months of operating expenses.
 5. The Organization will devote the minimum percentage of donation received as specified in Article V for maintenance expenses for which the Organization has or assumes responsibility.
 6. The Organization will be sustainable, which means that it will have either:
 - (a) a positive fund balance, or
 - (b) an attainable financial strategic plan adopted by its Board of Directors and show progress toward achieving the goals set forth in that plan.
 7. The Organization shall produce and present an Annual Report to the Park Advisory Commission and Community Services Area Administrator as soon as practicable, within 160 days after the end of its fiscal year. Prior to the first annual review process, the Community Services Area Administrator and the Organization's Executive Director will determine the form and content requirements for the Annual Report, which may be modified from time to time thereafter during the term of the Agreement, by mutual agreement. The Annual Report shall include a copy of the Organization's most recent audit letter, and evidence that it meets the requirements of Sections B, 3 through 5 of this Article XI.
- C. Liaisons Between City and Organization/LSNC. The City shall designate staff, and the Organization shall designate the Executive Director of the LSNC or other specified individuals, to act as the liaisons between the City and the Organization and to coordinate and oversee the relationship between the City and the Organization. Each party will notify the other in writing of the name of its Representative, together with any change in such designation. LSNC staff will be available to attend certain City Council, Park Advisory Commission and other committee meetings regarding the LSNC or joint administrative or programmatic matters.

- D. City Representation on Organization Board. The Organization's Board of Directors shall include one member nominated by the Mayor and approved by City Council to serve as City representative. The Organization shall submit a nominee or nominees from City Council or Parks Advisory Commission to the City for consideration by the Mayor in recommending an appointment to City Council. The appointed City representative shall serve at the pleasure of City Council and be held under such rules and regulations for such representative appointments as Council may from time to time adopt.

ARTICLE XII

Dispute Resolution

The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them. The parties agree to negotiate actively and in good faith to resolve the controversy between representatives of the parties with authority to settle the matter. In the event the disagreement cannot be resolved through such in-person meetings then the parties agree to proceed with whatever legal remedies are available. Only disputes within the scope of the Agreement are subject to this paragraph. Each party shall bear its own costs related to the dispute resolution processes described in this paragraph. The parties agree that all statements made in connection with the dispute resolution efforts set forth in this paragraph shall not be considered admissions or statements against interest by either party.

ARTICLE XIII

Insurance and Liability Releases

- A. Organization. Organization will procure and maintain, at its cost and expense, during the term of this Agreement insurance satisfactory to the City insuring the City from liability for damage to person or property or contractual liability arising in whole or in part from action or inaction by, or on behalf of, Organization in connection with any program, event or other activity, whether programmatic or administrative, arising out of the rights or obligations of Organization under this Agreement.

Effective the 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 necessary or requested any partner organizations, lessees, or contractors. The certificates of insurance shall meet the following minimum requirements.

1. Workers' Compensation and Employers Liability insurance covering the statutory requirements of Michigan and insuring Organization and its employees. Any partner organization of LSNC (such as National Wildlife Federation ("NWF")) with employees assigned to LSNC and any contractor retained for work performed in compliance with this Agreement by Organization shall be required to provide evidence of the same coverage prior to commencement of work.
2. Directors and Officers Insurance covering acts or omissions of its Board of Directors.
3. Commercial General Liability insurance to cover liability for damages to persons or property arising out of the operations of Organization, its officers, employees, invitees, sublessees and retained contractors. Organization shall maintain CGL at its cost and expense, in amounts recommended by the City's insurance agent, which for the initial coverage shall be at least \$500,000 for injury or death to one person, at least \$1,000,000 for injury or death to more than one person and at least \$300,000 for damage to property. Insurance shall cover the contractual liability assumed by the Organization under the terms of this Agreement to defend, indemnify and hold harmless the City. The City shall be included as additional insured. Such an additional insured endorsement shall not limit coverage for any additional insured to the ongoing operations of the named insured. Such policy shall be endorsed to include the City, its officers and employees as additional insured and shall stipulate that the insurance afforded for the City, its officers and employees shall be primary insurance and that any insurance carried by the City, its officers and employees shall be excess and not contributing.
 - a. The Organization shall also require that each of its retained contractors name the City as an additional insured on their CGL policies for any work performed in compliance with this Agreement for Organization and shall require that all such contracts retained on its behalf execute an agreement which includes the following:

Contractor agrees to defend, indemnify and hold harmless the City of Ann Arbor, its agents, officers, and employees of and from all liability, claims, actions, causes of action, lawsuits and demands including attorneys fees and costs, fines and/or penalties arising out of or in any way related to the (insert based of contract for work) in connection with the Leslie Properties. The foregoing agreement shall apply to all such liabilities, claims, actions, causes of action, lawsuits and demands where it is charged, alleged or proven that Contractor was/were in any way at fault in causing or contributing to such injury,

death or property damage (including but not limited to personal injury or death of the Contractor's own employees). The Contractor's liability insurance policies shall contain contractual liability insurance coverage for the obligations of this provision.

- b. The Organization shall also require the NWF, its partner organization, to name the City as an additional insured on their CGL policies for any services provided to or work performed on behalf of LSNC.
4. Certificates of insurance at execution of this Agreement, and thereafter contemporary with the renewal date of the insurance coverage, shall be provided to the City and shall evidence that the insurance requirements contained in this provision are satisfied in their entirety. Certificates shall also provide that at least 30 days prior notice of cancellation or material change shall be provided to the City. In the event that Organization fails to provide said certificates or a certificate is not valid in whole or in part, Organization shall have the contractual obligation to pay any additional premiums, whenever incurred, imposed upon the City because of such failure. However, the obtaining of replacement coverage shall not be an obligation of the City. In addition, Organization upon a request of the City shall provide a complete and true copy of any of the insurance policies required by this provision.
5. Personal property of the Organization situated on the Leslie Properties is at the Organization's own risk.
6. Proof of automobile insurance coverage may be required for rental of City vehicles in the same types or amounts as may be required under the City vehicle lease agreement in effect on the date of lease.
7. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the City of Ann Arbor. Insurance required under this Article XIII shall be considered primary as respects any other valid or collectible insurance that the City may possess, including and 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, Organization agrees to waive any right of recovery by its insurer against the City.
8. Organization shall be responsible to the City or insurance companies insuring the City for all costs resulting from any inadequate insurance coverage of the Organization or a contractor retained by the Organization to perform work in compliance with this Agreement.

B. City. The City will procure and maintain, at its cost and expense, during the term of this Agreement the following self-insurance or insurance coverage:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee. Any transferred or assigned employee of the City to the LSNC shall be covered under the City insurance.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The Organization and the NWF, its partner organization, shall be added as "additional insured" on general liability policy with respect to the services provided or worked at the Leslie Properties under this Agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance.
4. City Property Insurance Coverage. The City, at its cost and expense, shall maintain throughout the term of this Agreement, Fire and Extended Coverage insurance on all buildings and other improvements situated on the Leslie Properties, insuring full replacement value, and CGL insurance with combined limits of coverage consistent with insurance limits then in force for the City as a whole. The City shall not be held responsible for any loss, damage, or vandalism to the Organization's property.

C. Mutual Cooperation. In the event of any claims brought or threatened by any party against the City relating to the status, acts or omissions of the Organization, the Organization agrees to cooperate in all reasonable respects. In the event of any claims brought or threatened by any party against the Organization relating to the status, acts or omissions of the City, the City agrees to cooperate in all reasonable respects.

1. Third Party Agreements and Releases. The City and the Organization acknowledge that, from time-to-time, it may be necessary to obtain the execution of a Release of Liability by third parties. The City and the Organization will cooperate with one another, as well as their respective risk management carriers, to identify such instances and prepare appropriate release forms.
2. Insurance Programs. The City and the Organization agree to cooperate in the development of insurance programs or the acquisition of insurance coverage in connection with permitted events at the Leslie Properties.

ARTICLE XIV

Right to Terminate

- A. By Mutual Agreement of the Parties. This Agreement may be terminated with the consent of both parties in a signed writing.
- B. Unilateral Termination for Material Breach. The City may terminate this Agreement if the Organization is in material breach of any of its obligations set forth in Section F of Article III; Sections B, 1, 3, or, 6 or Section C of Article VI; Sections B, 1 through 5 of Article XI; or of its obligations to procure and maintain General Commercial Liability or Worker's Compensation insurance contained in Article XIII. The Organization may terminate this Agreement if the City is in material breach of any of its obligations set forth in Sections A, B or C of Article III; Section A of Article IV; Article V; Section C of Article VI; or of its obligations to procure and maintain General Commercial Liability, Worker's Compensation, or property insurance contain in Article XIII. It is provided, however, that before a party may terminate this Agreement for the material breach of the other party, the non-breaching party must provide written notice to the other party of the breach and provide the other party with one hundred twenty (120) days following receipt of the notice in which to cure any such breach, except that the period to cure shall be forty-five (45) days following receipt of the notice in which to cure any such breach with respect to Article XIII.
- C. By Organization For Inability To Perform Obligations or Maintain Its Tax Exempt Status. The Organization will use its best efforts to perform its obligations under this Agreement. If at any time the Organization determines that despite such best efforts it is unable to fulfill those obligations, or to maintain its tax exempt status, the Organization may terminate this Agreement upon 120 days written notice to the City. During this 120 day period, the City shall attempt to arrange for a transition of the Organization's responsibilities under this Agreement.

ARTICLE XV

Mutual Indemnifications and Releases from Liability

- A. To the extent permitted by law, each party agrees to protect, defend and indemnify the other, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the respective parties own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the respective party in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from the negligent acts

or omissions of the respective party, its officers, agents, servants, volunteers and employees. This Article is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have including but not limited to governmental immunity.

- B. The City warrants that it is in compliance with and shall remain in compliance with all applicable Environmental Laws in connection with its ownership of Leslie Properties. The City hereby promises to defend and indemnify the Organization against all litigation, claims, demands, penalties, liabilities, obligations and damages arising from or connection with the release of any Hazardous Materials on, at or beneath or from the Leslie Properties prior to the July 1, 2007; or arising from or connected with a violation of any Environmental Laws by the City. The City's indemnification shall not extend to responsibility for any Hazardous Materials contributed or any hazardous condition created or any injury that may occur to any person, or for any damage that may occur to any property, as a result of any negligence or intentional acts or omissions of the Organization or any person or entity acting on behalf of the Organization, after July 1, 2007.
- C. The Organization promises to defend and indemnify the City against all litigation, claims, demands, penalties, costs, liabilities, obligations and damages arising from or connection with the release of any Hazardous Materials on, at or beneath or from the Leslie Properties; or arising from or connected with a violation of any Environmental Laws that results from: (1) any negligence by the Organization or any person or entity acting on behalf of the Organization; or (2) any intentional acts or intentional omissions of the Organization or any person or entity acting on behalf of the Organization after July 1, 2007.

ARTICLE XVI

General Conditions

- A. Limitations of Authority. Nothing contained herein shall be construed as conferring upon the Organization or the staff of the LSNC the authority to contract or otherwise act on the City's behalf, other than as expressly set forth herein, nor shall this Agreement be construed in such a way as to confer upon the City the authority to act as an agent or representative of the Organization.
- B. City Representation and Warranty. The City represents and warrants that this Agreement is not inconsistent with and does not contravene any existing laws, regulations or legal requirements applicable to the City, and will not result in a breach or constitute a default under any agreement to which the City is a party or any decree or order of governmental authority.
- C. Organization Representation and Warranty. The Organization represents and warrants that this Agreement is not inconsistent with and does not contravene

any incorporating or governing document of the Organization. The Organization further warrants that it will perform all of its obligations under this Agreement in conformance with any existing laws, regulations or legal requirements applicable to its management and control of Area A or its use of the Leslie Properties, including but not limited to all applicable Park Rules and Regulations.

- D. Alcohol Policy. No alcohol will be served on the Leslie Properties at Organization sponsored events or private rental events, or otherwise consumed on the Leslie Properties, without the written approval of the LSNC Executive Director or the Executive Director's designee. 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 LSNC Executive Director the authority to issue such permits for the moderate consumption of wine and/or beer on the Leslie Properties. When so approved in writing, moderate consumption of alcohol (wine and beer only) may be permitted. All other use of alcoholic beverages on the Leslie Properties is prohibited.
- E. Binding Effect. The terms of this Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.
- F. General Provision re Modification. This Agreement may be modified from time to time in a writing that is signed by the authorized representatives of the City and the Organization.
- G. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- H. Agreement Does Not Create A Joint Venture. This Agreement shall not be construed to create a joint venture between the parties.
- I. Independent Contractor Relationship. Within the meaning of all applicable federal, state and municipal laws, rules and regulations (the "Employment Laws"), the relationship of City and the Organization shall be deemed to be that of independent contractor and nothing herein shall be construed as creating any employment relationship. Subject to Article IX the Organization acknowledges that its employees and agents shall not be deemed to be employees of the City and the City acknowledges that its employees and agents shall not be deemed to be employees of the Organization. The Organization and City each shall be responsible, with respect to their own employees, for compliance with all federal, state and municipal laws, rules and regulations, including, without limitation, reporting compensation to applicable taxing authorities, withholding of federal income taxes, state income taxes, FICA and FUTA taxes and other payroll

deductions, and all premiums or payments made for workmen's compensation coverage, unemployment benefits or any other payments required by law.

- J. Controlling Law. This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.
- K. Headings. The captions and paragraph headings hereof are inserted for convenience only and shall not be deemed to limit or expand the meaning of any paragraph.
- L. Severability. 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.
- M. Multiple Originals and Copies. This Agreement may be executed in multiples, each of which shall be deemed an original. Copies (whether facsimile, photostatic or otherwise) of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.
- N. Notice: Any notices, communications and waivers under this Agreement shall be in writing and shall be delivered in person, by facsimile, mailed (postage prepaid, by registered or certified mail, return receipt requested), or by overnight express carrier and addressed in each case as follows:
 - Notices to the Organization will be sent to:
 - The Executive Director of the LSNC; and,
 - The Chairperson of the Board of Directors of the Organization.
 - Notices to the City will be sent to:
 - The Community Services Area Administrator of the City of Ann Arbor.
- O. Non-Assignability: This Agreement, or any part hereof, or the administration or performance of any activity or service performed by the Organization hereunder, cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by the City.

P. Entire Agreement. This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

SIGNATURES:

IN WITNESS THEREOF, the parties have executed this as of June 22, 2009.

FOR LESLIE SCIENCE AND NATURE
CENTER (Organization)

By: _____

Its: Chairperson
LSNC Board of Directors

FOR CITY OF ANN ARBOR (City)

By: John Hieftje
John Hieftje, Mayor

By: Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

APPROVED AS TO CONTENT:

By: Kirsten Levrin

Kirsten Levinsohn
Executive Director, LSNC

APPROVED AS TO SUBSTANCE:

By: Roger W. Fraser
Roger W. Fraser, City Administrator

By: Jayne Miller
Jayne Miller, Community Services
Area Administrator

APPROVED AS TO FORM:

By: Marie R. Deveney

Marie R. Deveney, Esq.
Dykema, PLLC
Attorney for LSNC

APPROVED AS TO FORM AND
CONTENT:

By: Stephen K. Postema
Stephen K. Postema, City Attorney

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER
AS AMENDED AND RESTATED

EXHIBIT A
AREA A AND ADJACENT LANDS

The Legal Description of Area A is:

LESLIE SCIENCE CENTER PROPERTY DEEDS
BY DATE OF ACQUISITION

1. Eugene H. Leslie & Emily Leslie
Liber 1299, Page 175 recorded on August 19, 1969
09-09-21-200-004

Commencing at the N1/4 Corner of Section 21; thence along N & S ¼ line of said Section S 1° 06' E 161 feet; thence S 86° 12' 30" W 268.57 feet; thence N 2° 01' W 161 feet to the N line of Section; thence along the N line of said Section 271.06 feet to the PLACE OF BEGINNING, being a part of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, State of Michigan.

2. Outlot "A" of the Starwick Heights No. 3 Subdivision, according to the plat thereof, as recorded in Liber 19, Pages 77-78, on July 28, 1970, dedicated to the public as described in the plat.
09-09-21-200-040

3. Eugene H. Leslie & Emily E. Leslie
Liber 1312, Page 642 re-recorded on April 24, 1974 in Liber 1474, Page 846 to correct scrivener's error in legal description.
09-09-21-107-005

All that part of the NE ¼ of Section 21, T2S, R6E lying northerly of Traver Road as now laid out, excepting therefrom lands deeded by the Grantors to the Hannah Building Company, a Michigan corporation, by a certain deed dated April 25, 1958 and recorded in Liber 826, Page 301, and also excepting therefrom lands described as: Commencing at the N ¼ Corner of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N86° 10' 40" E 697.54 feet along the N line of said Section to the POINT OF BEGINNING; thence continuing along N86° 10' 40" E 743.08 feet along said N line; thence S72° 01' 40" W 247.88 feet along the center line of Traver Road; thence S46° 45' 40" W 673.15 feet continuing along said centerline; thence continuing along said centerline S44° 26' 50" W 9.15 feet; thence N01° 02' 50" W 494.30 feet to the POINT OF BEGINNING, said parcel being a part of the NE ¼ of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County,

Michigan and containing 3.38 acres of land, more or less. Also being subject to the rights of the public over the Northwesterly 33 feet of Traver Road.

** Subject to easements and restrictions of record, if any, and the rights of the public in Traver Road and the rights of the Grantors to remain in possession of the property during their lifetimes.

4. Martin & Helen M. Fine (Liber 1686, P-814); Alec P. & Louise H. Courtelis (Liber 1686, P-816); Volos, Inc. (Liber 1686, P-819) all three quit claim deeds recorded on December 11, 1978.
09-09-21-107-006

Commencing at the N ¼ Corner of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N86° 10' 40" E 697.61 feet along the N line of said Section to the POINT OF BEGINNING; thence continuing N86° 10' 40" E 743.09 feet along said N line to a point on the centerline of Traver Road; thence along said centerline in the following courses: S72° 06' 20" W 247.90 feet; S46° 45' 20" W 673.06 feet and S44° 19' 30" W 9.15 feet; thence N01° 01' 40" W 494.39 feet to the POINT OF BEGINNING, said parcel being a part of the NE ¼ of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan

Except for the following portion thereof –

Commencing at the N ¼ Corner of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N86° 10' 40" E 697.61 feet along the N line of said Section to the POINT OF BEGINNING; thence continuing N86° 10' 40" E 67.55 feet along said N line; thence 36.10 feet along the arc of a 439.12 foot radius circular curve to the right through a central angle of 04° 42' 36" having a chord which bears S12° 47' 02" E 36.09 feet; thence S10° 25' 45" E 32.63 feet; thence 244.48 feet along the arc of a 426.85 foot radius circular curve to the left through a central angle of 32° 49' 00" having a chord which bears S26° 50' 15" E 241.15 feet; thence S46° 45' 20" W 90.00 feet along the Northwesterly right-of-way line of Traver Road; thence 209.89 feet along the arc of a 366.46 foot radius circular curve to the right through a central angle of 32° 49' 00" having a chord which bears N26° 50' 15" W 207.03 feet; thence N10° 25' 45" W 114.13 feet; thence 43.93 feet along the arc of a 373.12 foot radius circular curve to the left through a central angle of 06° 44' 45" having a chord which bears N13° 48' 07" W 43.19 feet to the POINT OF BEGINNING. Grantors and Grantee have agreed that the purpose of this conveyance is that the property shall only be used as a public park, or for related uses and this shall be a covenant running with the above described land.

5. The access from Traver Road north to Black Pond Nature Area through the NE corner of Leslie Science property as described in Liber 2512, Pages 382-

384 recorded July 9, 1991 by Warranty Deed from Greater Miami Jewish Federation, Inc., Volos, Inc. and Alec P. Courtelis.
09-09-16-400-007

Commencing at the N ¼ Corner of Section 21, T2S, R6E, City of Ann Arbor, Washtenaw County, Michigan; thence N86° 10' 40" E 697.61 feet along the N line of said Section to a POINT OF BEGINNING; thence continuing N86° 10' 40" E 67.55 feet along said N line; thence 36.10 feet along the arc of a 439.12 foot radius circular curve to the right through a central angle of 04° 42' 36" having a chord which bears S12° 47' 02" E 36.09 feet; thence S10° 25' 45" E 32.63 feet; thence 244.48 feet along the arc of a 426.85 foot radius circular curve to the left through a central angle of 32° 49' 00" having a chord which bears S26° 50' 15" E 241.15 feet; thence S 46° 45' 20" W 90.00 feet along the Northwesterly right-of-way line of Traver Road; thence 209.89 feet along the arc of a 366.46 foot radius circular curve to the right through a central angle of 32° 49' 00", having a chord which bears N26° 50' 15" W 207.03 feet; thence N10° 25' 45" W 114.13 feet; thence 43.93 feet along the arc of a 373.12 foot radius circular curve to the left through a central angle of 06° 44' 45", having a chord which bears N13° 48' 07" W 43.19 feet to the POINT OF BEGINNING.

Area A shall be commonly known as all of property designated as Area A on the attached map, which is made a part of this Exhibit A. The attached map illustrates Area A and adjacent lands made available to the Organization by the City shows the following areas:

1. Area "A" of Leslie Properties/Leslie Science Center
 - a. For purposes of this Agreement, this is the area used directly for housing and primary operations of the on-site activities of the Organization and is to be referred to as the Leslie Science and Nature Center for the purposes of this Agreement.
2. Area "B" of Leslie Properties/Leslie Science Center
 - a. For purposes of this Agreement, this is the area within the Leslie Properties/Leslie Science Center that is used primarily for support activities of the Organization.
3. Area "C" shows Black Pond Woods Park

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

EXHIBIT B
CITY TANGIBLE PROPERTY, FIXTURES AND IMPROVEMENTS AND
MAINTENANCE, REPAIR, RENEWAL, REPLACEMENT SCHEDULE

The attached chart and the balance of this Exhibit B comprise shows the current inventory of City owned tangible personal property, fixtures and improvements as referenced in this Agreement and the specific roles and responsibilities of the City and Organization for maintenance, repair, renewal and/or replacement as provided for in the Agreement as of July 1, 2007. The most current version of this document, developed as provided for in the Maintenance and Capital Improvement Planning Process in Exhibit D, will replace this first version when it is completed.

Exhibit B
Roles and Responsibilities for Assets and Activities
Management at Leslie Science & Nature Center

Assumptions:

- I. The area being considered in this Exhibit B is what is now known as the Leslie Science and Nature Center at 1831 Traver Road in Ann Arbor.
- II. For the purposes of this document, this area is divided into three sections:
 - a. Area A- grounds closest to the Leslie buildings (see map)
 - b. Area B- the balance of the Leslie Properties (see map)
 - c. Area C- the Black Pond Woods, a City park that is adjacent to the Leslie Science and Nature Center, used for LSNC programs and by the public
- III. In general, LSNC will have primary responsibility for Area A.
- IV. In general, the City will have primary responsibility for Area B and C.
- V. Work that is desired by LSNC that is cosmetic or preferred shall be the responsibility of LSNC.
- VI. Work that is essential as dictated by City code or safety requirement is the responsibility of the City.
- VII. If at any time that either capital or maintenance millage funds become available, the City will give LSNC appropriate consideration as a recipient of some of those funds for mutually agreed upon projects.

Definitions:

- I. For the purposes of this document, *Light maintenance* means performing low or no-skilled work (e.g. changing a light bulb, cleaning filters, or cleaning out gutters)
- II. *Heavy maintenance* means work that requires specialized skill or equipment to perform and/or requires more than 4 hours to complete (e.g. Cleaning out sewage lines from caretaker house to drain fields)
- III. *Light repairs* means fixing something that requires low skill or one that requires a simple tool, such as a hammer or screwdriver. It also refers to calling an outside contractor to complete (e.g. calling a business to fix a stopped up toilet)
- IV. *Heavy repairs* means fixing something that requires specialized skill or equipment and/or requires more than 4 hours to complete (e.g. new pump in composting toilet)
- V. *Renewal or rebuild* refers to work that requires specialized skill to put in a new piece of equipment (e.g. replacing broken fuse box in water heater) or rebuilding a part of a structure (e.g. rebuilding part of a raptor enclosure after storm damage)
- VI. *Complete replacement* refers to completely exchanging a damaged or non-working piece of equipment or entity, (e.g. Replacing the solar batteries in the battery bank after their usable life is gone)

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

EXHIBIT C
SITE IMPROVEMENTS AND LANDSCAPING PLAN

The following Site Improvement and Landscaping Plan consists of the attached Site Improvements and Landscaping Plan Drawing and the balance of this Exhibit C comprise the documentation showing all current and planned improvements for the Leslie Properties/Leslie Science Center (See Exhibit A) as of July 1, 2007. The most current version of this document, developed as provided for in the Maintenance and Capital Improvement Planning Process in Exhibit D, will replace this first version when it is completed.

This Site Improvements and Landscaping Plan consists of the following sections:

1. Completed City Millage Funded Improvements
2. Planned City Millage Funded Improvements
3. Proposed Future Improvements – drawn from following sources
 - a. City's Parks and Recreation and Open Space Plan (PROS Plan)
 - b. City's Capital Improvement Plan
 - c. City's Maintenance Plan Improvements/Replacements
 - d. LSNC Site Improvements and Landscaping Plan
4. Site Improvements and Landscaping Plan Drawing(s)

As additional capital, site and maintenance improvements are developed each year they will be incorporated into the most current version of this Site Improvements and Landscaping Plan and the Attached Site Improvements and Landscaping Plan Drawing.

Completed City Millage Funded Improvements

The City has made the following improvements to the Site that are incorporated by reference into the attached Site Improvement and Landscaping Plan:

Proposed Future Improvements

Future Improvements for the Site are summarized below, compiled from the following City and Organization Documents:

1. City's Parks and Recreation and Open Space Plan (PROS Plan)

The PROS Plan is a master plan for the parks system that provides direction for future enhancements, improvements, and additions to the parks system. The PROS Plan is a framework with no funding associated with the identified future enhancements, improvements, and additions to the parks system. The Plan identifies potential site improvements that are incorporated by reference into this Site Improvements and Landscaping Plan:

- a. Participation in Multi-Park Interpretive Signage Improvement Program
- b. Raptor Enclosure Signage

2. City's Capital Improvement Plan

The City's Capital Improvement Plan contains the following proposed site improvements that are incorporated by reference into this Site Improvements and Landscaping Plan:

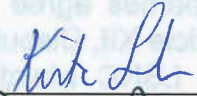
Note: There are no Capital Improvement Plan ("CIP") projects for the Leslie Properties/LSNC


3. City's Maintenance Plan Improvements/Replacements

The City's Maintenance Plan contains the following proposed site improvements including replacements that are incorporated by reference into this Site Improvements and Landscaping Plan:

4. LSNC Master Concept

The Organization's Master Concept will contain proposed landscaping and related site improvements and will be developed by the Organization and City as part of a multi-year plan for Leslie Properties.

Acknowledged and approved on behalf of LSNC  Date 6-8-09

Acknowledged and approved on behalf of City  Date 6/11/09

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AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER


EXHIBIT D
LSNC MAINTENANCE AND CAPITAL IMPROVEMENT PLANNING PROCESS

As part of the City and Organization's periodic and annual review processes as provided for in Article II, the parties agree to the following planning process for creating and updating the Site Improvements and Landscaping Plan (Exhibit C) and the list of City owned property and the specific roles and responsibilities of the City and Organization for maintenance, repair, renewal and/or replacement (Exhibit B).

1. The Organization and City have developed an inventory of the City owned property and assets (Exhibit B).
2. The Organization and City have established roles and responsibilities for maintenance, repair, renewal and/or replacement of specific site improvements, grounds, buildings and associated assets, and structures (Exhibit B).
3. As needed, either Party may provide to the other Party a draft update of either or both of these Exhibits for joint discussion, development and updating.
4. Upon submittal of such document(s), the other Party agrees to engage in the Exhibit updating process as provided for below.
5. If either the Organization or City has taken action as provided for in Steps 3 and 4 above, then the parties agree to update the relevant Exhibits following the steps outlined in Article XII, Dispute Resolution.
6. The results of this LSNC Maintenance and Capital Improvements Planning Process shall be confirmed in writing as updated Exhibit(s) for this Agreement. In the absence of such written documentation, the Exhibits currently in place shall stand.

Approval for Emergency Improvements: The Organization reserves the right to inform the City in writing if a maintenance or improvement project needs to be implemented immediately for emergency reasons and that, if applicable, reimbursement for any costs incurred by the Organization for such emergency improvements would be handled consistent with the provisions of this Agreement. The City reserves the right to inform the Organization in writing if a maintenance or improvement projects needs to be implemented immediately for emergency reasons and that, if applicable, reimbursement for any costs incurred by the City for such emergency improvements would be handled consistent with the provisions of this Agreement.

Acknowledged and approved on behalf of LSNC  Date 6-8-09

Acknowledged and approved on behalf of City  Date 6/11/09

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

EXHIBIT E
ENVIRONMENT AND NATURAL SCIENCE EDUCATION PLAN

The City and the Organization are both committed to a joint partnership to use the City's Parks System and resources and the Organization's resources to enhance environmental education. Such efforts shall be documented in this Joint Environmental and Natural Science Education Plan, the most recent version of which is incorporated into this Agreement by reference.

Baseline Services

The parties, as of the date of execution of this agreement, are currently providing baseline environmental education services ("Baseline Services") as provided for below. These services are incorporated by reference into the Joint Environmental and Natural Science Education Plan.

1. City Baseline Services:
 - a. Natural Area Preservation Volunteer Workdays, Training, and Workshops
NAP offers training to volunteers regarding prescribed burns, inventorying various flora and fauna, and other restoration activities.
 - b. Canoe Livery Operations:
 - (i) River Connections – Organization of canoe liveries and parks that promotes education and outdoor adventure along the Huron River.
River Connections – school districts in the Huron River Watershed using experiential education program – field studies combined with canoeing – to better understand biology, hydrology and recreational benefits and understand how humans impact river systems and methods for reducing those impacts. Currently targeting 7th grade students in Ann Arbor, Dexter, Ypsilanti, and Willow Run school districts.
 - (ii) Physical Education Programs - Local school districts attend physical education programs – canoeing, kayaking and fishing – to instill in students the importance of wholesome pastimes and healthy outdoor lifestyles while gaining an appreciation and sense of stewardship of the river. Received a grant for Community High School in 2007-2008.
 - (iii) Preschool Programs:
River Tots – Monthly programs ages 0-2 years old with caregiver exploring Gallup Park and exercise.
River Rapsallions – Monthly programs 2-4 years old with caregiver exploring the river with boats, fishing and river activities.
 - (iv) Boy Scouts and Girl Scouts - Canoe, kayak and fishing specific badge programs. Currently developing these programs.
 - (v) River Day Camps - Currently ages 1st-5th grade, expand to middle school in future. Explore the river with boats, fishing and river activities.

- (vi) Public Programs Wetlands by Canoe, Bird Walks/Paddles, Turtle Paddles, Senior Walks/Paddles, Moonlight Paddles
 - c. Material Recovery Facility (MRF) Tours
 - (i) Monthly Open Houses give the public a chance to tour the MRF's recycling operations and participate in monthly feature activities and topics.
 - (ii) MRF tours/programs and activities for school, scout and other groups
 - d. Recycling Education in Schools
2. LSNC Baseline Services:
- The Leslie Science Center provided a variety of different natural science and environmental education experiences for children and their families in 2006-07. School and scout programs serve mostly preschool to elementary school age children from greater southeastern Michigan.
- a. Fieldtrips: KidScience in the Park:
The Center offers 11 different programs that complement and supplement the Ann Arbor science curriculum and also the Michigan state standards. The most popular programs are Exploratory Trip to the Black Pond, Sensing Nature, Orienteering in the Park, Tremendous Trees, and Animal Behavior.
 - b. Outreach Programs: KidScience on Wheels:
The Center offers 6 outreach programs, including In Cold Blood, Endangered Species, and Fur, Feathers, and Scales.
 - c. Preschool programs: Preschool in the Park:
There are three preschool programs reflecting their seasonal nature, Preschool Fall, Preschool Winter and Preschool Spring.
 - d. Grant funded programs: funded by Pfizer, Visteon, Starbucks, Wolf Family, and GM:
The Science Center receives funding for a variety of different projects providing science programs for school age children from elementary to high school. In all cases, we work directly with school children and their teachers in developing and teaching the programs. In the Pfizer and Visteon programs, LSC staff worked with every second grade student in Ypsilanti public schools three different times over the course of the year. In the Wolf Family foundation funded program, LSC staff worked with third, fourth and fifth grade students from Northside School, King Elementary School and Carpenter in a cumulative program based on school habitat and ecosystems. The GM and Starbucks funded program provides funding for a full scale water quality testing and monitoring program that includes a civic action project and youth symposium.
 - e. After school programs:
LSC has been approached by Bryant Elementary School and Pittsfield Elementary School to provide after school science enrichment programs once a week during the winter months.

- f. School family science programs: Family Nature Night:
The Center offers an interactive science program for school children and their families including a live animal presentation. These programs take place at the school, usually in the evening hours.
- g. Scout programs:
LSC offers a variety of scout programs that are badge related for boy and girl scouts. Scout groups can choose between two hour programs or overnight programs in which they spend the night on site.
- h. Day camp programs:
For eleven weeks during the summer and during school breaks, LSC offers day camp for children 4 to 14 years old. The youngest age groups enjoy half-day nature fun exploring the Black Pond Woods, visiting the Critter House and playing games in the fields. The oldest groups take part in day-long canoe trips, two night camping overnight adventure, orienteering, and an around the town scavenger hunt.
- i. Very Young children programs: Tiny Tot Time:
Once or twice a month, LSC offers nature for the very young. Children one to three years old with a caregiver delight in simple nature-related games, art project, short strolls through the woods, a visit to our critter house and singing songs.
- j. Pre-school programs for the public: Tyke programs:
The Center provides a once a week program for a month surrounding a particular theme for children ages four and five.
- k. Public Programs:
The Center provides a wide variety of science and nature programs targeting families, adults, and children.
- l. Birthday Parties:
Our nature themed birthday parties are popular with children ages four to thirteen.

Additional Services

The parties agree to cooperatively develop additional (beyond Baseline Services) free and fee-based programs, camps and educational experiences that have environmental and/or natural science education as the primary focus, the plans for which shall be incorporated herein as part of the Joint Environmental and Natural Science Education Plan.


Such Additional Services contained in this version of the Joint Environmental and Natural Science Education Plan are described below:

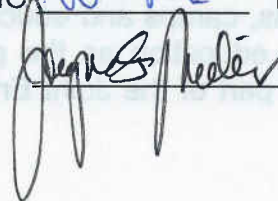
Program Description	Target Audience	Targeted Outcome	Assignments	LSNC Role
Program #1:				
Program #2:				
Program #3:				
Program #4:				

Development Process for The Joint Environmental and Natural Science Education Plan

The parties agree to cooperatively develop this Joint Environmental and Natural Science Education Plan with the following Schedule:

1. The Joint Environmental and Natural Science Education Plan for 2008 shall be jointly developed by no later than December 31, 2007 and shall be incorporated into this Agreement as Exhibit E.
2. The Joint Environmental and Natural Science Education Plan for each succeeding year shall be jointly developed by no later than December 31 of the immediately prior year. Exhibit E shall be updated annually to reflect the Joint Environmental and Natural Science Education Plan for the upcoming calendar year.

Acknowledged and approved on behalf of LSNC  Date 6-8-09

Acknowledged and approved on behalf of City  Date 6/11/09

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

EXHIBIT F
CITY PARKS AND RECREATION SCHOLARSHIP PROGRAM

CITY OF ANN ARBOR
SCHOLARSHIPS AND NON-FEE SEASON PASSES
CRITERIA FOR ELIGIBILITY

Scholarships and non-fee season passes are available to all individuals and families who are residents of the City of Ann Arbor, and meet one of the four requirements below.

1. Are currently receiving financial assistance from any one of the following social agencies:

Washtenaw County Department of Social Services
Social Security Administration
Catholic Social Services
Michigan Employment Security Commission
Family Independence Agency

Exception: Those individuals and families only receiving food stamp assistance, are not eligible for a Scholarship or non-fee season pass under this eligibility criteria.

2. Are currently receiving a scholarship from Ann Arbor Rec. & Ed and are City of Ann Arbor residents.
3. Are not currently receiving assistance from authorized social service agencies but meet the following criteria for establishing eligibility:

2007
INCOME LIMIT TABLE

<u>Household Size</u>	100% Scholarship <u>"Very Low Income"</u>	50% Scholarship <u>"Low Income"</u>
1	\$ 28,850	\$ 41,700
2	32,950	47,700
3	37,100	53,650
4	41,200	59,600
5	44,500	64,350
6	47,800	69,150
7	51,100	73,900
8	54,400	78,650

Income, as used here, means income before deduction for income taxes, employee's Social Security taxes, insurance premiums, bonds and other employee deductions.

In applying the guidelines, administrators may consider both the income of the family during the previous calendar year and the family's current rate of income to determine which is the better indicator of need for a scholarship or non-fee season pass.

In applying the guidelines, administrators may consider both the income of the family with other financial resources available.

4. Do not meet previously stated eligibility requirements, but whose income is used for the following special hardship conditions which could not be reasonably anticipated or controlled by the household:
- a. Unusually high medical expenses;
 - b. Special education expenses due to mental or physical condition of the individual;
 - c. Disaster or casualty losses; and/or
 - d. Other circumstances deemed eligible by the Manager of Recreation Facilities & Services of Parks and Recreation.

Acknowledged and approved on behalf of LSNC *[Signature]* Date 6-8-09

Acknowledged and approved on behalf of City *[Signature]* Date 6/11/09

INCOME LIMIT TABLE

Household Size	100% Scholarship Yearly Low Income	20% Scholarship Yearly Low Income
1	\$ 28,850	\$ 41,700
2	32,850	47,300
3	37,100	53,650
4	41,500	59,900
5	46,300	66,350
6	47,800	69,150
7	51,100	73,900
8	54,400	78,650

**AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER**

**EXHIBIT G
LSNC SPONSORSHIP AND NAMING POLICY**

A. General Policy

The Leslie Science and Nature Center and the City of Ann Arbor have a mutually beneficial partnership. The City acknowledges LSNC's efforts to provide environmental education programming are dependent on strong financial support from the community.

To achieve its educational goals, LSNC relies on private contributions as a primary source of revenue. LSNC encourages and accepts contributions from individuals, foundations, and corporations. Such sponsorships increase LSNC's ability to provide environmental educational services to the community.

As an environmental education center, an advocate and practitioner of environmental stewardship, and a partner with the City, LSNC recognizes, that actual or perceived conflicts of interest might arise in relation to contributions from individuals, foundations or corporations. Therefore LSNC warrants, as evidenced by its acknowledgement of this Exhibit and any subsequent update of this Exhibit, that it will not accept contributions that:

- Compromise the mission of LSNC's natural science education and stewardship programs.
- Create significant actual or perceived damage to LSNC's mission, public image or reputation.
- Create significant actual or perceived damage to the City of Ann Arbor's mission, public image or reputation.
- Conflict with the terms of the Leslie Trust.
- Conflict with the terms of the Partnership Agreement between the City of Ann Arbor and Leslie Science and Nature Center.

B. Contributions from Corporations and Individuals

In addition to the guidelines contained in Section A of this Exhibit, LSNC will not accept contributions from corporations or individuals known by LSNC to:

- Be involved in negative controversies that jeopardize LSNC's mission, or campaigns that jeopardize that mission.
- Have a history of environmental abuse or regulatory noncompliance, unless the corporations are engaged in a credible effort to change past practice.
- Expect significant publicity for the contribution beyond normal gift recognition.

- Expect award of any proposed work in connection with the grounds or facilities of the Leslie Property in exchange for the contribution.

If LSNC learns of the existence of any of these disqualifying conditions with respect to a particular donor after that donor's contribution has been received, it will notify the City of that situation and return the contribution if reasonably possible.

If LSNC learns of the existence of any of these disqualifying conditions with respect to a particular donor at any time prior to receipt of a contribution by the donor, it will withdraw its solicitation request.

In addition, no contribution that would require the construction of a new building shall be solicited or accepted unless and until LSNC has satisfied all applicable requirements of Article VII and of Section D of this Exhibit.

C. Sponsorship Contributions

A contribution is considered as a "sponsorship" if it is restricted to provide relatively short-term (usually five years or less) support for programs or events, or for the maintenance of existing equipment (e.g. a vehicle) or physical structures (e.g. a raptor enclosure or Critter House). Examples of sponsorship programs include the Adopt-A-Class or the Adopt-A-Raptor programs. The Organization may provide public recognition of individuals or businesses that provide sponsorships in one or more ways, including through plaques or signs affixed to buildings and enclosures that identify the donor as a sponsor. Such acknowledgment is not a "naming" that is subject to Section D of this Exhibit.

When soliciting for and accepting sponsorship contributions the organization will be guided by the following principles:

- All sponsorships must relate to and be consistent with the LSNC mission.
- Sponsorship benefits must be commensurate with the relative value of the sponsorship.

If LSNC has concerns that a proposed sponsorship donor may be very controversial, prior to accepting the sponsorship donation it shall afford the Community Services Area Administrator the opportunity to comment on any such donor, based on the standards set forth in this Exhibit. Any such comment must be delivered to LSNC within six (6) business days after such Administrator or designee receives notice of the proposed sponsorship donor. After the expiration of the foregoing six business day period, the Organization is free to accept the sponsorship contribution.

D. Naming Contributions

1. Definition and Distinction from Sponsorship.

A contribution involves a naming if the donor would be recognized by having an enclosure, vehicle, major educational program, landscape feature or building named after the donor in recognition of a significant gift that will provide long-term or permanent support or pay for a major capital improvement. By contrast, a sponsor is acknowledged for the sponsor's relatively short-term support; the supported enclosures, vehicle, program, landscape feature or building is not given the donor's name.

2. Requirements Applicable to All Namings.

With any naming, the proposed name will not:

- Compromise the mission of LSNC's natural science education and environmental stewardship programs.
- Create significant actual or perceived damage to LSNC's mission, public image or reputation.
- Create significant actual or perceived damage to the City of Ann Arbor's mission, public image or reputation; the determination of what is significant shall be in the sole judgment of the City.
- Conflict with the terms of Leslie Trust.
- Conflict with the terms of the Partnership Agreement between the City of Ann Arbor and Leslie Science and Nature Center.
- Result in undue commercialization of the property or violation of any Park rule or regulation.

3. Additional Requirements for Contributions That Involve Naming of Enclosures, Vehicles and Major Educational Programs.

LSNC will notify the Community Services Area Administrator or designee, of all solicitations it has made for contributions that would require the naming of enclosures, vehicles and major educational programs where either (i) the contribution would exceed \$20,000 or (ii) LSNC has concerns that a proposed donor will be very controversial. The Community Services Area Administrator shall have the right and the opportunity to comment on any such solicitation, based on the standards set forth in this Exhibit, prior to LSNC's acceptance of the gift. Any such comment must be delivered to LSNC within six (6) business days after such Administrator or designee receives notice of the solicitation. After the expiration of the foregoing six business day period, the Organization is free to accept the contribution.

4. Additional Requirements for Contributions That Involve Naming Landscape Features.

When naming is proposed for any landscape feature on the Leslie Property (e.g. butterfly gardens, grottos, trails, or pathways), LSNC will advise the Community Services Area Administrator or designee of such proposal before

making any such solicitation and the Community Service Area Administrator or designee may approve or disapprove it based on the standards set forth in this Exhibit, provided that the Administrator or designee must take such action within ten (10) business days after receiving notice of such proposal. If the Community Services Area Administrator or designee neither approves nor disapproves the proposal within that period, the proposal shall be deemed approved and the Organization may proceed with the solicitation.

5. Additional Requirements for Contributions That Involve Naming All or Any Portion of a Building.

A. Approvals Required.

When naming is contemplated for all or any portion of a building (including any significant addition to an existing building) on the Leslie Property, the following applies.

- i. Approval by Community Services. Before soliciting any potential donor for a contribution in connection with which such a naming opportunity will be offered, LSNC will notify the Community Services Area Administrator or designee of such proposal. Within ten (10) business days after receipt of such notice, the Community Services Area Administrator or designee, acting within the scope of the Administrator's authority, shall either: (A) approve or disapprove administratively of the proposed solicitation and naming based on the standards set forth in this Exhibit; (B) establish special procedures for evaluation and approval or disapproval of the proposed solicitation and naming, or (C) tentatively approve the proposed solicitation and naming and direct that the proposed solicitation and naming be subject to the requirements contained in subsection ii, immediately below.
- ii. Approval of PAC and City Council. Where so required by the Community Services Administrator or designee, before making any binding commitment to name a building or permanent structure for a particular donor or accepting any donation offered on condition of such naming, LSNC must: (A) obtain the recommendation of PAC and (B) receive approval from City Council. The decision of City Council is final.

B. Other Requirements.

A donation must cover at least 60% of the capital construction costs associated with a new building, a building renovation, or a significant addition to an existing building that will be named for the donor.

Additional requirements regarding the construction of a new building or a significant addition to an existing building are contained in Article VII.

This policy will be reviewed annually and modified, as noted in the City/LSNC Partnership Agreement, when and as may be necessary or at the specific

request of the Community Services Area Administrator or designee to make it consistent with City and/or City park system sponsorship and naming policies that are enacted after it takes effect.

Acknowledged and approved on behalf of LSNC Kirsten Leach Date 6-8-09

Acknowledged and approved on behalf of City James Fisher Date 4/11/09

Sample of Existing Way finding signs:

Purpose of sign	Location	Size	Distinguishing features
Welcome L.S.C. Common sign	Bottom of drive-left Area B	4' x 12"	Rounded top, wooden sign and frame, solar powered
Black Pond Woods	Bottom of drive-right Area B	4' x 12"	Rounded top, wooden sign and frame

Sample of Existing Informational signs:

Purpose of sign	Location	Size	Distinguishing features
Controlled Wildlife (S)	Native Garden Area A	9' x 12"	Metal on wood post

Sample of Existing Commemorative signs:

Purpose of sign	Location	Size	Distinguishing features
Memorial plaque	Hill Area B		Metal on wood post

**AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER**

**EXHIBIT H
SIGNAGE, PLAQUES AND DISPLAY SPECIFICATIONS**

Sign Types:

- A. Way finding signs: provide information relating to location or directions, e.g. welcoming to site sign or map of site (permanent & temporary)
- B. Informational signs: provide information or identify an area, e.g. raptor information or native plants (permanent & temporary)
- C. Commemorative plaques: acknowledge donor, volunteer, or memorial (permanent)

Sample of Existing Way finding signs:

Purpose of Sign	Location	Size	Distinguishing features
Welcome LSC- Entrance sign	Bottom of drive- left Area B	4' x 3.5'	Rounded top, wooden sign and frame; solar powered
Black Pond Woods	Bottom of drive- right Area B	4' x 3.5'	Rounded top, wooden sign and frame;

Sample of Existing Informational signs:

Purpose of Sign	Location	Size	Distinguishing features
Certified Wildlife habitat (2)	Native garden Area A	9" x 12"	Metal on wood post

Sample of Existing Commemorative signs:

Purpose of Sign	Location	Size	Distinguishing features
Memorial plaque	Hill Area B		Metal on wood bench

Future Site Signs Process:

1. Determine need and purpose for sign.
2. Identify type of sign as permanent or temporary installation.
3. When long term signage is proposed for way finding, information display or commemoration on the Leslie Property ('long term' is defined as more than two years), LSNC will advise the Community Services Area Administrator or designee of such proposal before finalizing signage design. The Community Service Area Administrator or designee may approve or disapprove it based on the standards set forth in this Exhibit, provided that the Administrator or designee must take such action within ten (10) business days after receiving notice of such proposal. If the Community Services Area Administrator or designee neither approves nor disapproves the proposal within that period, the proposal shall be deemed approved and the Organization may proceed with the signage.
4. For all permanent signage public bids must be obtained in accordance with City procurement requirements. Quotes may be obtained for temporary signage.
5. All contractors shall be required to comply with Article XIII insurance requirements.

Sign specifications:

1. All signs must fit in with natural setting of site and use natural materials as much as possible
2. Whenever possible signs will look similar in design, posting, frames, dimensions, and style to existing signs on site.
3. City Park planning staff will be involved in decisions regarding design and placement on property.
4. Signs must conform to specifications as contained in the City's signage policy, Chapter 61 of the Ann Arbor City Code.
5. Signs acknowledging sponsorship must follow the Sponsorship Policy, Exhibit G.

Commemorative Signs and Plaques, Additional Requirements:

No commemorative plaque or sign may be installed or naming or sponsorship designation displayed unless all conditions set forth in Exhibit G have been fully satisfied.

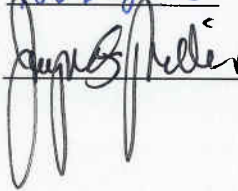
Acknowledged and approved on behalf of LSNC



Date

6-8-09

Acknowledged and approved on behalf of City



Date

6/11/09

