

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

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron, Ann Arbor, Michigan 48104 ("City"), and Community Action Network ("Organization") a Michigan nonprofit corporation with its address at P.O. Box 130076, Ann Arbor, MI 48113 agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

The Organization agrees to provide community outreach services to the City under the following terms and conditions:

**I. DEFINITIONS**

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

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

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

Premises means the Bryant and Northside Community Center facilities subject to any restrictions or limitations provided for in this Agreement and its Exhibits.

Project means Community Outreach Services, RFP 726.

Property means all areas that are available for the common use of the public and that are not held for the exclusive use of the Organization, including but not limited to parking areas, driveways, sidewalks, loading areas, landscaping and planted areas.

**II. DURATION**

The initial term of this Agreement shall be five years commencing on June 19, 2014 and terminating on June 30, 2019, unless terminated earlier under the terms of this Agreement.

**III. SERVICES**

- A. The Organization agrees to provide Community Outreach and Operational Services ("Services") in connection with the Project as described in this

Agreement and the attached Exhibits incorporated as part of this Agreement identified as:

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

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

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

#### **IV. COMPENSATION OF ORGANIZATION**

- A. The Organization shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Organization, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall be One Hundred Thirty Thousand and no/100 dollars (\$130,000.00) per year.

- B. The Organization will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered “reasonable” under this provision.
- C. The Organization shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Organization. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

**V. USE OF PREMISES AND PROPERTY; TANGIBLES, FIXTURES AND IMPROVEMENTS**

- A. The Premises shall be used by the Organization for the purpose(s) set forth in this Agreement and for no other purpose whatsoever. The Organization shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises, in any manner that may (1) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Premises (including, but not limited to, the structural elements of the Premises) or any equipment, facilities or systems therein; (2) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies or the rules and regulation of the Parks and Recreation Services Unit, including any covenant, condition or restriction affecting the Premises, or (3) impair or tend to impair the character, reputation or appearance of the Premises.
- B. The Organization shall have the right to use the Premises for private events, and to enter into rental agreements between the Organization and third-parties for use and rental of all or portions of the Premises; provided that such activities shall be consistent with Chapter 39 of the Ann Arbor City Code regarding the use of City Parks and the Organization indemnifies and holds the City harmless from and against any and all losses arising from or in connection with any and all of (1) the conduct or management of either or both the Premises and the Property or any business therein, or any work or alternation done, or any condition created by the Organization in or about the Premises or the Property during the term of this Agreement, (2) any act, omission or negligence of the Organization, (3) any accident, injury or damage whatsoever occurring in, at or upon either or both of the Premises and the Property and caused by the Organization or its renter or (4) any breach by the Organization of any or all of its warranties, representations and covenants under this Agreement. The Organization shall retain all revenues obtained from its rental agreements. The Organization agrees to coordinate rentals with the Parks and Recreation Services Unit to minimize/avoid conflicts with the City’s retain right to use the Premises and Property.

No alcohol will be served on the Premises at Organization-sponsored events or private rental events, or otherwise consumed on the Premises, without the written approval of the Community Services Area Administrator. Section 3.2 of Chapter 39 of the City Code authorizes the City Administrator to issue permits to allow the consumption of wine and beer in areas which consumption would otherwise be prohibited. The City Administrator hereby delegates to the Community Services Area Administrator the authority to issue such permits for the moderate consumption of wine and/or beer on the Premises. When so approved in writing, moderate consumption of alcohol (wine and beer only) may be permitted subject to all applicable liquor laws and regulatory requirements, including but not limited to issuance of MLCC Permits. All other service, consumption or sale of alcoholic beverages on the Premises is prohibited.

- C. The Organization shall have the nonexclusive right to use the Property for the purposes intended, subject to such reasonable rules and regulations as the Parks and Recreation Services Unit may establish from time to time. The Organization shall not interfere with the rights of the City or any other person entitled to use the Property under license or permit of the Park and Recreation Services Unit. The Organization shall not park or store any vehicles or trailers on the Property without prior written permission of the Contract Administrator. The City, from time to time, may change any or all of the size, location, nature and use of the Property although such changes may result in inconvenience to the Organization, so long as such changes do not materially and adversely affect the Organization's use of the Premises. In addition to the foregoing, the City may, at any time, close or suspend access to any or all of the Property to perform any acts in, on or over, the Property as, in the City's reasonable judgment, are desirable to improve or maintain either or both of the Premises or the Property, or are required in order to satisfy the City's obligations under this Agreement; provided, however, the City shall use reasonable efforts to limit any disruption of the Organization's use and operation of the Premises in connection therewith. The City retains the right to have reasonable and appropriate access to the Premises and the Property to fulfill the City's obligations under this Agreement.
- D. The Organization shall not affix any sign or any size or character to any portion of the Premises or the Property, without prior written approval of the City, which approval shall not be unreasonably withheld or delayed, and then only in accordance with the laws, easements and applicable provisions of any and all deed restrictions, Parks and Recreation Services Unit and the Ann Arbor City Code. The Organization shall remove all signs of the Organization upon the expiration or earlier termination of this Agreement and immediately repair any damage to either or both the Premise and the Property caused by, or resulting from, such removal or the installation or existence of the signs.
- E. The Organization shall have the right to use all of the City's tangible property, fixtures and improvements located on or at the Premises, which are set forth in

Exhibit C, entitled City Tangible Property, Fixtures and Improvements subject to the Maintenance/Repair/Renewal/Replacement Schedule attached hereto as Exhibit E, for the purposes and subject to the terms described in this Agreement. Title to all such property shall remain with the City and all such property shall be returned to the City upon termination of this Agreement in good condition, ordinary wear and tear excepted. The Organization agrees to report the loss of any tangible property, whether by theft or other circumstance, to the City as soon as practicable and to cooperate with any investigation or claim that the City may conduct in connection with the loss. The Organization agrees to periodically review Exhibit C and Exhibit E with the Contract Administrator and the Organization shall indemnify the City for any damage (ordinary wear and tear excepted) to or loss of the tangible property identified in Exhibit C which is to be returned to the City at termination of this Agreement. Exhibit E may be updated periodically at the City discretion.

- F. Any tangibles or personal property belonging to the Organization must be removed at or before the expiration date, or the date of any earlier termination, at the Organization's expense and the Organization shall repair (to City's reasonable satisfaction) any damage to the Premises or the Property resulting from either or both such installation or removal. Any other items of the Organization's personal property that remain in the Premises after the expiration date, or following an earlier termination date, may, at the option of the City, be deemed abandoned, and in such case, such items may be retained by the City as its property or be disposed of by the City, in the City's sole and absolute discretion and without accountability, at the Organization's expense.
- G. The City shall have the right, at no cost to the City, to use the Premises for conferences, meetings and other special events, upon reasonable advance notice to the Organization, and subject to the program, activity and event calendar of the Organization.

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

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

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

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

## **VIII. FISCAL OBLIGATIONS OF CITY**

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

documentation as needed and when applicable evidencing City financial and in-kind support that may serve as matching funds required for grant applications.

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

- A. The Organization shall develop and implement programs, activities and events that are consistent with the City's mission and that may take place either on the Premises or at off-site locations. These may include, but not be limited to, camps, education, social service activities, special events, volunteer training, seminars and workshops, service learning projects, and fundraising events and activities.
1. The Organization shall provide for and assume all costs and expenses for any permits, personnel (subject to the provisions of this Agreement) or amenities necessary to accommodate the programs, activities and events described in Section A of this Article IX.
  2. The Organization may charge such fees as are authorized by the Organization, with prior approval of the City, except as modified by the scholarship provisions of Section B of this Article IX for Ann Arbor residents, for admission to Organization programs, activities and events, and shall retain all such fees.
  3. 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.
- B. The Organization agrees to make available scholarship awards consistent with City Parks and Recreation Services Scholarship Program (attached as Exhibit E hereto) regarding income-eligible City of Ann Arbor residents. The City will provide information to the Organization on income-eligible City of Ann Arbor residents. The Organization will cover the program costs. The City agrees to perform the necessary verification of applicant eligibility for the Program.

The Organization further agrees to assist the City with the Scholarship application process including the following: distribution of scholarship applications, assistance to patrons of the Community Centers with completing applications, and submittal of completed applications to the City for eligibility verification and processing.

- C. The City shall permit and encourage the Organization to advertise its programs in any and all formats in which the City advertises programs offered by its Parks and Recreation Services, including by way of illustration and not limitation, 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 the Organization is an independent contractor.

## **X. REPAIRS AND MAINTENANCE**

- A. Except for events of damage, destruction or casualty to the Premises or Property throughout the term of this Agreement, the Organization shall, at its sole cost and expense: (1) both maintain and preserve, in the same condition as exists on the effective date of this Agreement, subject to normal and customary wear and tear and perform any and all repairs and replacements required in order to so maintain and preserve, the Premises and the fixtures and appurtenances therein (excluding those specific components of the Premises for which the City is expressly responsible under this Agreement, including but not limited to Exhibit D, Maintenance/Repair/Renewal/Replacement Schedule. The Organization shall also be responsible for all costs and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from any act, omission, misuse or neglect of the Organization or others entering into, or utilizing, all or any portion of the Premises for any reason or purpose whatsoever, including, but not limited to the performance or existence of any unauthorized alterations, the installation, use or operation of the Organization's personal property in the Premises, the moving of the Organization's personal property in or out of the Property. All such repairs or replacements required under this Article X(A) shall be subject to the supervision and control of the City, and all repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.
- B. Notwithstanding the above, from time to time during the term of the Agreement, City may elect, in its sole discretion and by delivery of written notice to the Organization, to perform on behalf of the Organization, all or some portion of the repairs, maintenance, restoration and replacement (collectively referred to as "General Repair Services") in and to the Premises required to be performed by the Organization under this Agreement. The Organization shall reimburse the City for the cost or value of all General Repair Services provided by the City. Unless and until the City affirmatively elects to provide General Repair Services nothing contained herein shall be construed to obligate the City to perform any General Repair Services or any repair of any nature except as otherwise expressly provided in Exhibit D, Maintenance/Repair/Renewal/Replacement Schedule, to repair, maintain, restore or replace any portion of the Premises.



C. Notwithstanding anything to the contrary stated herein, the City shall repair, replace, and restore:

1. Buildings and Structures on the Premises. For these purposes the “structure” to be maintained or repaired by the City includes, by way of example, roofs, siding, gutters and downspouts, foundations, exterior walls (inclusive of painting or other maintenance work), decking, piers, doors, windows, interior floors and walls, electrical systems, plumbing, HVAC systems, etc. 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.
  
2. Property. For these purposes the “property” to be maintained shall include all outdoor paved areas, including walks, driveways and parking areas, and the provision of snow removal and salt or salt-substitute application to all drives and parking areas in the same manner and on the same schedule as performed for other City facilities. The City shall maintain all gates and fences in good working order. 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.

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

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

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

## **XI. UTILITIES**

- A. The City shall provide the necessary plumbing, electricity, and heating installations required for occupancy. Any other utility installations shall be the responsibility of the Organization, inclusive of installation, maintenance and removal, if appropriate or necessary. Any utility installation, other than those the City is required to provide under this paragraph, may not be installed without the written permission of the City Administrator, or his designee, and may not alter the character of the Premises.

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 Section A of this Article XI. 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 the 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. The City shall pay the electrical bills for exterior lighting in the parking areas and along walkways as part of its obligations to provide public access to the park in accordance with Chapter 39 of the Ann Arbor City Code together with the utility systems identified in Section B of Article VIII. The Organization shall pay any utility charge, including periodic billing, for any other utility installation for which it is responsible.

## **XII. INSURANCE/INDEMNIFICATION**

- A. The Organization shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit F, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Organization or by any subcontractor or anyone employed by them directly or indirectly.

- B. Any insurance provider of the Organization shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
  
- E. To the fullest extent permitted by law, the Organization shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result from any acts or omissions by the Organization or its employees and agents occurring in the performance of or breach in this Agreement.

### **XIII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Organization agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Organization further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
  
- B. Living Wage. The Organization is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The parties acknowledge that the Organization has been granted a 3yr exemption from compliance with the living wage provisions of Chapter 23 of the Ann Arbor City Code by City Council Resolution R-12-496 on November 18, 2012; which exemption expires November 8, 2015. Effective November 9, 2015 and for the remainder of the term of the Agreement, the Organization agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

#### **XIV. WARRANTIES BY THE ORGANIZATION**

- A. The Organization warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by professionals regularly rendering this type of service.
- B. The Organization warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Organization warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Organization warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

#### **XV. TERMINATION OF AGREEMENT**

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

**XVI. OBLIGATIONS OF THE CITY**

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

**XVII. ASSIGNMENT**

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

**XVIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

If Notice is sent to the CITY, it shall be addressed and sent to:  
City of Ann Arbor  
301 E. Huron St., POB 8647  
Ann Arbor, Michigan 48107  
Attn: Parks and Recreation Service Unit, Deputy Manager

## **XIX. CHOICE OF 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.

## **XX. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Organization as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Organization as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Organization.

Unless otherwise stated in this Agreement, any intellectual property owned by the Organization prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of the Organization even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **XXI. CONFLICT OF INTEREST**

The Organization certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. The Organization further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

## **XXII. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under

applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

**XXIII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Organization with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Organization and the City.

**FOR THE ORGANIZATION**

By \_\_\_\_\_  
Joan Doughty  
, Its Executive Director

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jackie Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

\_\_\_\_\_  
Sumedh Bahl, Community Services Area  
Administrator

**Approved as to form and content**

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



## **EXHIBIT A**

### SCOPE OF SERVICES

The Organization agrees to furnish all of the materials, equipment, and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated into this Agreement:

1. Agreement and its Exhibits
2. Accepted proposal in response to RFP No. 726, REQUEST FOR PROPOSAL FOR COMMUNITY OUTREACH SERVICES, dated July 1, 2009.
3. Human Rights Contract Compliance Forms
4. Living Wage Declaration of Compliance Form

Further Organization attests that it has truthfully completed the City's Vendor Conflict of Interest Disclosure Form, on file with the City's Procurement Office, and that no relationship or situation exists which would disqualify it from providing Services under applicable federal, state or local law or administrative regulation.

**EXHIBIT B**

COMPENSATION FOR SERVICES

The Organization shall be paid monthly on receipt of a detailed invoice for services performed during that billing period and after approval by the Contract Administrator. Total compensation during the five-year term paid in the mode and manner specified in Article IV and this Exhibit.

Monthly invoicing shall be consistent with a budget of itemized costs for services approved by the City.

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

**BRYANT COMMUNITY CENTER AND NORTHSIDE COMMUNITY CENTER**  
**INVENTORIES**

EFFECTIVE MAY 1, 2009

<b>Bryant Community Center Inventory</b>		
<b>Furniture</b>	<b>Description</b>	<b>Quantity</b>
Rolling Cart	Metal legs w/ wood top	2
Office Desk	"L" shaped, wooden	1
Office Desk	Metal drawers, wood top	1
Office Chair	Grey	1
Computer Chair	Blue	2
Computer Chair	Red	3
Computer Chair	Grey	2
Executive Chair	Black "leather"	2
File Cabinet	2 drawer, metal, cream	1
File Cabinet	2 drawer, metal, black	1
File Cabinet	2 drawers, wood	1
Rolling Cart	Black, 4 shelves	2
Storage Bin	large, for sports equipment	1
Folding Tables	Wood w/metal legs	8
Folding Chairs	Grey, upholstered	5
Folding Chairs	Brown metal	46
Picnic Tables	Heavy weight Plastic	6
Bench w/ back	Heavy weight Plastic	1
Bench w/out back	Heavy weight Plastic	1
Magazine Rack	4 shelves, metal, cream	1
Cork board	Various sizes	4
Dry Erase Easel	White	1
Storage Cart	3 drawers, Rubbermaid	1
Basketball Hoop	New, portable	1
<b>Appliance</b>	<b>Description</b>	<b>Quantity</b>
Chest Freezer	Kenmore 9	1
Toaster	2 slice, white	1
Stove/Oven	Gas, White, Maytag Performance	1
Refrigerator	Maytag Performance	1
<b>Building Assets</b>		
Air Conditioning Units		2
Fire Extinguishers		4
Emergency lights	All New	4

Outdoor lights		2
Playscape		1
Buzzer system	Internal front door	1
New windows	Installed 7/2007	22

<b>Northside Community Center Inventory</b>	
<b>Item Description</b>	<b>Quantity</b>
Long folding tables	3
Brown metal folding chairs	10
Metal folding chairs with blue fabric	11
4-wheel bookshelf (3-tier)	1
RCA Television	1
JVC VCR	1
2-tier TV stand on wheels	1
Small 2-drawer file cabinet	1
Tappan 500 microwave	1
Hotpoint refrigerator	1
Fire extinguishers	2
First aid kits	3 (only 1 complete)
Plastic stepstool	1
Bucket	1

EXHIBIT D  
MAINTENANCE/REPAIR/RENEWAL/REPLACEMENT SCHEDULE

Routine List

**Bryant**

Keep salt container filled

Visit site at least twice monthly to inspect for maintenance items for immediate or future repair

Change filters every six months

Remove snow from drive and walks

Cut grass in summer

**Northside**

Keep salt container filled

Change filters every six months

Visit site at least twice monthly to inspect for maintenance items for immediate or future repair

Remove snow from drive and walks (golf crew)

Cut grass in summer, park ops



Exhibit E  
 City Parks and Recreation Scholarship Program  
**City of Ann Arbor Parks & Recreation Services**  
 Cobblestone Farm, 2781 Packard, Ann Arbor, MI 48108/734.794.6230  
**APPLICATION FOR SCHOLARSHIP**

Please **CLEARLY** fill out the information below

Applicant's name \_\_\_\_\_ Date \_\_\_\_\_  
 Names and birth dates of family members \_\_\_\_\_ Total Family Members \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

Do you receive financial assistance? \_\_\_\_\_ If yes, please list amount below.

If yes, please state what type of assistance you receive \_\_\_\_\_

- \$ \_\_\_\_\_ Wages of all working members in household
- \$ \_\_\_\_\_ Net income from self employment (include schedule C)
- \$ \_\_\_\_\_ Welfare payments, food stamps, financial assistance
- \$ \_\_\_\_\_ Pensions, Social Security
- \$ \_\_\_\_\_ Alimony and/or Child support
- \$ \_\_\_\_\_ Regular contributions from persons not living in household
- \$ \_\_\_\_\_ Students:

In applying the guidelines for university/college/post secondary students, please include tuition, room and board, any related education expenses paid by the parents, guardian, or any other person.

\$ \_\_\_\_\_ Educational Grants, Scholarships, student loans

By signing this agreement you agree to submit checking and savings account statements and all documents supporting your income. If you wish to apply under any special hardship conditions, [unusually high medical expenses, disaster or casualty losses, etc.] please complete the application and describe the nature of your hardship here. Attach additional sheets if needed.

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

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

*This application should be completed and returned by mail along with PROOF OF INCOME & PROOF OF RESIDENCY. See attached requirement list for details. Applications without complete income verification will be returned. Unit officials may verify information on this application. Deliberate misrepresentation of information subjects the applicant to prosecution under applicable State and Federal Penal Statutes, and denial of scholarship.*

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

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

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

## SCHOLARSHIP APPLICATION INSTRUCTIONS

All applicants must reside within the city limits of Ann Arbor to be eligible to apply for a Parks & Recreation scholarship. Applicants please submit an application and supply the following documentation:

### YOU MUST PROVIDE YOUR OWN COPIES FOR OUR RECORDS

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

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

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

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

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

**City of Ann Arbor Parks & Recreation Services**  
**2781 Packard Road**  
**Ann Arbor, MI 48108**  
**734. 794.6230 phone – 734.996.3060 fax**



**EXHIBIT F**

**INSURANCE REQUIREMENTS**

A. 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 requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

1. Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

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

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent . There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.



- B. Insurance required under A. 3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
  
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.