

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CONSERVATION FUND AND THE CITY OF ANN ARBOR**

GREENBELT AND PARKLAND ACQUISITION PROGRAM SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and The Conservation Fund, a Maryland corporation with principle offices at 1800 North Kent Street, Suite 1120, Arlington, Virginia 22209, agrees follows on this _____ day of _____, 2016.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Community Services Area.

Contract Administrator means Community Services Area Administrator, 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 and delivered to City by Contractor under this Agreement

Project means Greenbelt and Parkland Acquisition Program Services (RFP #967)

II. DURATION

This Agreement shall become effective on July 1, 2016, and shall terminate on December 31, 2017, unless terminated as provided for in Article XI or renewed as provided for in this article.

The parties agree that this contract for services may be renewed, at the sole option of the City, for two additional one-year periods under the same terms and conditions for the amount specified in Article IV, Compensation. Should the City elect to exercise its option to renew this Agreement, the City Administrator, acting personally or through the Contract Administrator, will provide notice of its intent to renew no less than sixty (60) days prior to the termination of the original term of the Agreement. The parties agree to execute a renewal agreement on or before the termination date of the original or renewal term of the Agreement.

III. SERVICES

- A. The Contractor agrees to provide services in connection with the oversight and administration of the City's Greenbelt District and Parkland Acquisition Program ("Services") as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. 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. Quality of Services under this Agreement shall be of the level of professional

quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Contractor 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 Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor 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.

- C. To the fullest extent permitted by law, Contractor 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 Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor 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.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by professionals regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor 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 Contractor 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.

- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor 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 Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor 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, Contractor 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 Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. 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 CONTRACTOR, it shall be addressed and sent to:

The Conservation Fund

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

City of Ann Arbor
301 E. Huron St.
Ann Arbor, Michigan 48103
Attn: Derek L. Delacourt, Community Services Area Administrator

cc: Mary Joan Fales
City Attorney's Office
301 E. Huron St.
Ann Arbor, Michigan 48103

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor 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 Contractor 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 Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor 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.

XV. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor 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.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City’s prospective consent to the Contractor’s representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor’s representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. 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.

XVIII. EXTENT OF AGREEMENT

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

**FOR CONTRACTOR
THE CONSERVATION FUND**

By _____
Type Name

Its _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

[signatures continue on next page]

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Tom Crawford, Interim City Administrator

Derek L. Delacourt
Community Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

General

The Contractor will perform all services identified in City RFP No. 967 and detailed in this Exhibit. The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work, except as specified below. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- (1) Contract and Exhibits; (2) Proposal dated May 5, 2016; (3) RFP.

Scope of Work

The Contractor shall provide oversight and administration of the community outreach/education, land acquisition and monitoring programs of the Open Space and Parkland Preservation Millage Program. Specifically, the work to be performed includes but is not limited to:

1. Act as general program manager of the Open Space and Parkland Preservation Millage Program and perform all requisite administrative functions associated with administration of the program. Oversee and administer all phases of the land preservation program, and serve as liaison and staff to the Greenbelt Advisory Commission and Land Acquisition Committee of the Park Advisory Commission on land acquisition processes and procedures.
2. Coordinate the acquisition process with the Community Services Area Administrator and the City Attorney's Office to ensure compliance with City requirements and all other funding requirements.
3. Coordinate and conduct outreach activities to initiate contact with potential Greenbelt District and City parkland participants in the Open Space and Parkland Preservation Millage program, including but not limited to mailing and direct contact with potential applicants; presentations at public meetings and "open houses" to acquaint farmers and landowners with the program; presentations to cities, townships and other government entities on the aims and policies of Open Space and Parkland Millage Program, as needed; and establish landowner contacts for potential future applicants, via a Landowner Registry Program or similar program.
4. Advise the Greenbelt Advisory Commission and Land Acquisition Committee of the Park Advisory Commission to identify and focus key objectives for acquisition of property rights and purchase of land under the City's program and general land acquisition matters.
5. Administer the acquisition process evaluating properties following the guidelines and criteria generated by the City Council and Greenbelt Advisory Commission; coordination of the appraisal process, surveying, geotechnical studies and inventory of existing natural and cultural resources (including but not limited to vegetation, soils, hydrology, field tiles and utilities); acting as or participation as part of the negotiation team in connection with

- the finalization of the purchase agreement after application; as required. Coordination of real estate closing documentation and process with the City Attorney's office to ensure compliance with City requirements.
6. Coordinate and provide advice in connection with due diligence in land acquisition procedures including but not limited to environmental testing, appraisals, title search, and negotiating land values.
 7. Coordinate contracting and administration of subcontractor assignments and activities, including scheduling, reporting or deliverable completion to perform elements of the Open Space and Parkland Preservation Millage.
 8. Provide grant-writing services and identify other funding source as necessary. Develop and submit, after necessary approvals have been obtained, grant proposals to federal, state and other authorities or funding sources to attract matching funds for the acquisition program.
 9. Coordinate the establishment of partnerships and successfully advocating for funding of acquisitions and land management. Work in concert with local governments and nonprofits to provide technical assistance to local governments and augment their staff in connection with securing land rights-of-way and permits, administering contract negotiation.
 10. At a minimum, meeting on a monthly basis with a designated staff working group, as determined by the Community Services Area Administrator, to review the progress of the program and expedite the necessary City actions; to coordinate work with the Park Advisory Commission; and to make presentations to City Council and the Greenbelt Advisory Commission as deemed necessary.
 11. Provide, at minimum, quarterly status reports to the Community Services Area Administrator and City Attorney. (Deliverable)
 12. Develop an annual report for the Program in collaboration with the Greenbelt Advisory Commission and Land Acquisition Committee of the Park Advisory Commission (Deliverable).
 13. Develop a Strategic Acquisition Plan reviewed and approved by the Park Advisory Commission, Greenbelt Advisory Commission and Community Services Administrator.
 14. Development of an acquisition timeline with input from GAC and Community Services Administrator including timelines to comply with funding submission deadlines (Deliverable).
 15. Represent the City of Ann Arbor and/or Community Services Area Administrator, when requested or appropriate, at land preservation and planning meetings
 16. Develop a community education and outreach plan, reviewed by the Parks Advisory Commission and Greenbelt Advisory Commission (Deliverable)
 17. Prepare education, outreach and other public information materials in collaboration with the City of Ann Arbor Communications staff for approval and distribution by the City and perform other activities related to the Open Space and Parkland Preservation Millage Program as assigned by the Community Services Area Administrator.
 18. Coordinate outreach activities with the Park Advisory Commission and Greenbelt Advisory Commission.
 19. Develop and maintain a partnership/outside funding directory, including identifiable restrictions. (Deliverable)
 20. Develop and maintain a comprehensive filing system in accordance with City of Ann Arbor record retention requirements of all activities associated with the Program, up to and including individual land transaction files.
 21. Develop and conduct a monitoring program for conservation easements granted to the City.

22. Assist City staff, when requested, in other parkland land ownership related administrative tasks such as solicitation of due diligence reports.

Deliverables

In addition to the specific reports identified above. Contractor shall develop a work plan to be approved by the Contract Administrator. The work plan shall identify specific milestones and priorities for the term of the contract. The work plan should further identify coordination efforts in connection with Park Advisory Commission Land Acquisition Committee and Greenbelt Advisory Commission.

Contractor shall deliver the work plan to the Contract Administrator for review and approval no later than one week after the commencement date of the contract.

It is anticipated that a similar work plan will be developed for any renewal period.

City Responsibility

1. Outsourcing: It is acknowledged and agreed that the City will be responsible for the acquisition of the following services: appraisal services, title services including escrow and agency services, environmental assessment, outside legal services, including bond counsel and environmental counsel. Contractor shall provide input to the Contract Administrator and the City Attorney on the development of any request for proposal for these services and at the City's option, participation in the selection process.
2. City Resources: City agrees to provide 1 work station at City Hall equipped with computer and computing system access, including email, GIS and internet; telephone with voice mail and copier and fax machine access. Contractor and its employees agree to comply with City security and computing policy requirements (attached as Exhibit D).
3. It is City policy to use in-house resources to the full extent possible. City employees may be assigned by the Contract Administrator to assist the Contractor in the IT, GIS or the release of public information related to the Project.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

1. Professional Liability Insurance or 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. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

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.

- B. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 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. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. 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.

EXHIBIT D
COMPUTING SYSTEMS USER STATEMENT