

WASHTENAW COUNTY PARKS & RECREATION COMMISSION
Connecting Communities Project Agreement

PROJECT COMMUNITY: CITY OF ANN ARBOR
PROJECT TITLE: TREELINE URBAN TRAIL ALIGNMENT STUDY
WCPARC FUNDING AMOUNT: \$50,000.00
WCPARC FUNDING EXPIRATION DATE: 11/12/2021 (see Section 3)

RECIPIENT

This Project Agreement is entered into by and between Washtenaw County Parks & Recreation Commission (hereinafter called "WCPARC") and the City of Ann Arbor (hereinafter called the "GRANTEE"). Whereas WCPARC desires to award a grant to GRANTEE for the TREELINE URBAN TRAIL ALIGNMENT STUDY as specified herein ("Project") with the contact and location information more fully described in ATTACHMENT A, attached hereto. Now, therefore, the contracting parties hereto mutually agree as follows:

SECTION 1

SCOPE OF PROJECT

The GRANTEE verifies that it has the appropriate authority to proceed, by Resolution or otherwise, and shall perform the Project, as specified and described in The Scope of Project (ATTACHMENT B), attached hereto and incorporated herein, in a satisfactory and proper manner as determined by WCPARC. The scope of the Project may be modified or supplemented only by the written agreement of the parties to this Project Agreement.

SECTION 2

FUNDS AND PAYMENT

- A. GRANTEE has been advised by WCPARC that funds for the GRANTEE will be made available for the Project specified in this Project Agreement upon execution of this Agreement by GRANTEE and WCPARC in the manner described below.
- B. Total WCPARC funds to the GRANTEE for this Project shall not exceed Fifty Thousand Dollars and no cents, (\$50,000.00). Payment of \$50,000.00 shall be made when the Project is 100% complete. In order to receive payment, GRANTEE shall provide WCPARC with a copy of the completed engineering, planning and design invoices documenting completed work as required.
- C. Disbursement of funds will not be made without Grantor approval of properly authorized and executed statements, attachments, requisitions and supportive records.

SECTION 3

TIME OF PERFORMANCE

The GRANTEE shall commence the Project as soon as practicable upon entering into a Project Agreement with WCPARC. Should the GRANTEE not enter into a contract with a third-party consultant for the project by 11/12/2021 (two years after the date that WCPARC authorized the funding), WCPARC reserves the right to withdraw all funding for the Project. Any requests for extensions must be submitted in writing and approved by WCPARC in advance of the project expiration date.

**SECTION 4
RECORDS, REPORTS AND INSPECTIONS**

A. The GRANTEE shall establish and maintain records in accordance with requirements prescribed by WCPARC with respect to all matters covered by the Project Agreement. Such records shall include, but not be limited to, the following:

1. Financial management records, which identify adequately the expenditure of funds to be requested for reimbursement for grant supported activities;
2. Records regarding compliance by all consultants performing work with grant funds. Except as otherwise authorized by WCPARC, the GRANTEE shall retain all records for a period of three (3) years after receipt of the final payment under this Project Agreement or termination of this Project Agreement.

B. The GRANTEE shall support all costs by properly executed invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Project Agreement and shall be clearly identified and readily accessible.

C. The GRANTEE shall furnish to WCPARC such statements, records, reports, data and information as WCPARC may request pertaining to matters covered by this Project Agreement. All of the material prepared and/or assembled by the GRANTEE under this Project Agreement is public information and may be made available to anyone without prior written approval of the GRANTEE or WCPARC (unless specifically exempt from disclosure by law).

D. The GRANTEE shall upon reasonable notice during normal business hours make available to WCPARC for examination all of its records with respect to matters covered by this Project Agreement and shall permit WCPARC or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Project Agreement (to the extent allowed by law).

E. The GRANTEE is responsible for completing and returning, in a timely manner, any project progress reports that may be sent out by WCPARC before, during, and/or after completion of any project.

SECTION 5 COMPLIANCE WITH LAW

The Grantee shall comply with all applicable laws, ordinances and codes of the United States, the State of Michigan and local governments in connection with the Project.

SECTION 6 ASSIGNABILITY

The GRANTEE shall not assign any interest in this Grant Agreement without the prior written consent of WCPARC.

SECTION 7 TERMINATION

If the GRANTEE violates any provision of this Project Agreement, WCPARC may terminate this Project Agreement in whole or in part, after notice to GRANTEE and opportunity to cure as described in this Section 7. WCPARC shall provide GRANTEE with written notice of a violation of this Agreement and GRANTEE shall have a period of thirty (30) days after written notice is given to cure such violation, or such reasonable additional period of time as the parties may agree to correct the violation.

If WCPARC terminates this Project Agreement, in whole or in part after notice and opportunity to cure as described above, such termination shall be effected by the issuance of a written notice of termination, which shall specify the extent of the termination and the date upon which such termination shall become effective.

SECTION 8 AMENDMENTS

All amendments, notices, requests, objections and/or consents of any kind made pursuant to this Agreement shall be in writing, and any amendments or modifications shall be in writing and signed by both parties.

SECTION 9 INDEMNIFICATION

To the extent allowed by law, the GRANTEE agrees to defend, indemnify and hold harmless WCPARC from and against any loss, liability, cost or expense incurred by WCPARC as a result of the negligent or willful acts or omissions of GRANTEE related to the Project. The GRANTEE shall be required to assume the defense of WCPARC in any claim or suit covered by this Section and shall pay all costs, expenses and reasonable out-of-pocket attorney fees incurred by WCPARC.

SECTION 10 ACCESSIBILITY

All projects must comply with Americans with Disabilities Act of 1990.

SECTION 11 ATTACHMENTS

All attachments given reference to in this Project Agreement are mandatory and hereby incorporated as though fully set forth herein:

Attachment A – Contact/Location Information

Attachment B – Scope of Project

As the individual duly designated to represent the GRANTEE, I do hereby certify that the information presented in this Contract and the referenced Attachments is true and correct. I do further certify that the project will be completed in accordance with the provisions set forth in this contract and that the GRANTEE has the financial resources to initially fund one hundred percent (100%) of the proposed project within the time frame imposed by WCPARC, prior to receiving WCPARC grant reimbursement.

Name of Grantee: City of Ann Arbor

Print Name: _____

Print Title: _____

Signature & Date: _____ (Date)

Attested by: _____
(Print Name and Title)

Signature & Date: _____ (Date)

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Coy P. Vaughn (DATE)
Director, Parks & Recreation

APPROVED AS TO FORM:

GRANTEE

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____
Howard Lazarus (DATE)
City Administrator, City of Ann Arbor

Revised 3-4-19

**ATTACHMENT A
- CONTACT/LOCATION INFORMATION -**

A: PROJECT SPONSOR INFORMATION (Please fill out this section completely)

Project Sponsor: City of Ann Arbor

Project Title: Treeline Urban Trail Alignment Study

Physical Address/Location of Project: _____

Project Sponsor Address: _____

B: PROJECT CONTACT INFORMATION (Please fill out this section completely)

Contact Name: _____

Contact Title: _____

Contact Organization: _____

Contact Address: _____

Phone: _____

Fax: _____

Email: _____

Contact Name: Kira Macyda

Contact Title: Park Planner

Contact Organization: Washtenaw County Parks & Recreation Commission

Contact Address: 2230 Platt Road, Ann Arbor, MI 48107

Phone: 734-971-6337, ext. 321

Email: macydak@washtenaw.org

**ATTACHMENT B
-SCOPE OF PROJECT –**

Provide a detailed description of the project to be undertaken, the project budget/funding, and the schedule for completion. The project scope must be consistent with the Connecting Communities application that has been approved and/or amended by, and on file with, WCPARC.