

AGREEMENT

1. Parties This Agreement, dated ___ day of May, 2022, is made between Washtenaw County, a Michigan municipal corporation, 220 N. Main Street, Ann Arbor, Michigan ("County") and City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("CITY").

2. Premises County agrees to allow the communications tower located at 3616 Bemis Rd, Ypsilanti, MI 48197 ("Premises") to be utilized for emergency responder rescue training.

3. Term The term shall begin _____ and extends through _____.

4. Use City and its collaborative partners shall use the Premises for training purposes, the Structural Tower Rescue Workshop for emergency responders.

5. Consideration In exchange for the use of the tower, City will send staff for training on Tower Rescues.

6. Repairs City shall be responsible to pay for any damage to the Tower caused in whole or in part by City's staff.

7. Assignment and Subletting City shall not voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Agreement and shall not sublet the Premises or any part of the Premises, without first obtaining the County's written consent which consent shall not be unreasonably withheld.

8. Insurance City shall maintain at its expense during the term of this Agreement, the following insurance:

1. Commercial General Liability and Umbrella Liability Insurance:

a. City shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

b. CGL insurance shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

c. County of Washtenaw shall be included as an additional insured under the City's Commercial General Liability Policy. City waives all rights against the County of Washtenaw and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.

Insurance policies must be issued by companies licensed to do business in Michigan or approved to do business in Michigan and such companies must be rated A or better.

9. Indemnity To the extent permitted by Michigan law, City will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, including legal fees, of whatsoever kind and nature which arise from injury or death to any persons, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of City's occupancy of the Premises resulting in whole or in part from negligent, grossly negligence or intentional acts or omission of City, its employees, agents, representatives or invitees.

10. Compliance With Existing Law The County agrees to keep the Premises in compliance with all federal, state and local laws, ordinances and regulations.

11. Subrogation In the event of fire or other damage to the Premises or personal property, the parties mutually waive their rights of subrogation and recovery against each other, their agents, employees or subleases to

the extent that they are insured or are required to carry insurance for such loss. The County agrees to maintain insurance and/or assume the responsibility for loss or damage to the building and personal property owned by the County. The coverage shall be on all risk of physical loss basis in the standard insurance form. City shall maintain insurance and/or assume responsibility for all damage caused by their staff which is not covered by insurance and personal property owned by City unless the loss is attributable to the County.

12. Termination Either party may unilaterally terminate this Agreement by given the other party thirty (30) days written notice of such termination.

13. Total Agreement This Agreement memorializes all the prior discussions, understandings and agreements involved in negotiating this Agreement. No provision of this Agreement may be amended or added to except by agreement in writing signed by both parties. This Agreement shall not be effective or binding until signed by both parties.

14. Severability Any provision of this Agreement which is found by a competent court of law to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions contained in this Agreement and such other provisions shall remain in full force and effect.

15. Choice of Law and Forum This Agreement shall be governed by Michigan law. The parties further agree that Washtenaw County, Michigan is the proper forum for any litigation arising out of this Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of May 2022.

WASHTENAW COUNTY

Gregory Dill
County Administrator

APPROVED AS TO FORM:

Michelle K. Billard
Office of Corporation Counsel

ATTESTED TO:

Lawrence Kestenbaum
County Clerk/Register of Deeds

APPROVED AS TO CONTENT:

Jerry Clayton
Washtenaw County Sheriff's Office

[Signatures continue on next page.]

THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ___ day of _____, 20 ___

Approved as to substance

By _____
Milton Dohoney Jr., Interim City Administrator

Mike Kennedy, Fire Chief

Approved as to form and content

Atleen Kaur, City Attorney