

## **CITY OF ANN ARBOR AND PUBLIC SCHOOLS FOR THE CITY OF ANN ARBOR**

### **AGREEMENT REGARDING JOINT RECREATION PROGRAMS – 2026 - 2028**

This Agreement Regarding Joint Recreation Programs (this “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025 between the **CITY OF ANN ARBOR**, a Michigan municipal corporation (the “City”), having its offices at 301 E. Huron, Ann Arbor, Michigan 48104, and the **PUBLIC SCHOOLS FOR THE CITY OF ANN ARBOR**, a body corporate organized and existing under the Michigan Revised School Code (“AAPS”), having its offices at 2555 S. State Street, Ann Arbor, Michigan 48106.

The circumstances underlying the execution of this Agreement are as follows:

- A. The City and AAPS have conducted joint recreation programs for a period of over 100 years.
- B. The joint recreation programs (the “Programs”) currently include baseball, softball, kickball, soccer, field hockey, and flag football, which are played on some fields and designated park spaces that are owned by the City and some fields that are owned by AAPS. Programs include all games and practices, whether during the regular season, preseason, or postseason. The fields and designated park spaces currently used in the Programs that are owned by the City are listed on attached Exhibit A, and the fields currently used in the Programs that are owned by AAPS are listed on attached Exhibit B. “Programs” are limited to activities advertised as being offered through AAPS Community Education and Recreation (“Rec & Ed”).
- C. The parties wish to allocate and memorialize their respective responsibilities with respect to the Programs.

NOW THEREFORE, the parties agree as follows:

- 1. Scope of Agreement. This Agreement shall serve to allocate responsibilities with regard to all fields and park spaces on which the Programs are conducted. If a field or park space owned by the City or a field owned by AAPS is added to the Programs, this Agreement shall be deemed to apply to such additional fields.
- 2. Responsibilities of AAPS. AAPS shall have the following responsibilities with regard to the Programs:
  - (a) Administer the Programs and coordinate and schedule in conjunction with Ann Arbor Parks and Recreation Services, the use of all fields and park spaces (City owned and AAPS owned) for each season in which the Programs are conducted. Such responsibilities include issuing permits for use of the fields; qualifying teams and individuals to participate in the Programs; promulgating schedules; processing all applications for permits to use fields and issuing (or if deemed necessary, revoking) permits; and collecting fees for the Programs. AAPS shall make the scheduling software program used by AAPS to schedule the Programs, which is

updated in real time, available online for viewing by Ann Arbor Parks and Recreation Services. The City and AAPS staff shall meet as needed to review the scheduling software program. All events shall be identified by AAPS in the field schedule submitted to Ann Arbor Parks and Recreation as either Rec & Ed (RE) or Private (P) use (currently marked "Rental").

- (b) Provide the City's Park Operations Services Unit and Parks Customer Service office with access to RecNet scheduling program so that a schedule for each City owned field or park space used in the Programs, including all games and practices, are viewable at least seven (7) days prior to scheduled use.
- (c) During the season of the Programs, issue permits for usage of City owned and AAPS owned fields to third parties or groups who are not participating in any of the Programs, although AAPS shall be entitled to give priority to participants in the Programs over any such third parties or groups. AAPS shall identify such permits in the field schedule as Private Use (P). AAPS shall pay the City for cost recovery for third parties or groups that are not participating in any of the Programs according to the schedule provided in Exhibit C. Payment shall be made by December 1<sup>st</sup> of each year, at the conclusion of the program season. Payment shall include documentation that ties payment amount to rental times and activities performed by the City.
- (d) Except as provided in paragraph 3(b) below, appropriately maintain all fields (including mowing all fields) owned by AAPS that are used in conjunction with the Programs.
- (e) With regard to all fields used for baseball, softball, and kickball (whether owned by the City or by AAPS): (i) remove bases and cap base anchor holes before grooming on each day on which a game is scheduled (excluding games that are being canceled due to weather conditions, field conditions, or other reasons); (ii) on game days, remove excess water from the fields, based on a mutually agreed upon method; (iii) on game days, mark foul lines, batter's boxes, three foot lanes, sixteen foot circles, coach's boxes, catcher's boxes and other basic field markings; (iv) set pitcher's plates and bases on game days; (v) on weekdays, determine whether the fields are playable after 4:00 pm for scheduled events, (vi) make any lighting schedule adjustments needed on-site on the day of the event via the Musco Lighting toll-free number or web site, or pass responsibility for lighting schedule adjustments to field users, as desired (vii) if programmed activity necessitates the pitching mounds, batters boxes and home plate area on Veterans Memorial Field 5 and West Park Baseball fields to be rebuilt during the course of the playing season, AAPS or its subcontractor shall be allowed to make any improvements deemed necessary to restore them to their original condition at their own expense, and (viii) if necessary and at its own expense, AAPS or its subcontractor

may utilize City supplied materials at Veterans Memorial, West Park and Bicentennial Park to fill in depressions that are collecting water in order to facilitate scheduled games.

- (f) AAPS may groom any designated park space for the purposes of preparing the field for interscholastic baseball or softball games for the use of any AAPS high school or middle school with the following exceptions; Veterans Memorial Park, West Park and Bicentennial Park. For Slauson Middle School games held at these designated park spaces the City will groom at no charge. AAPS shall provide the City's Park Operations Services Unit with a schedule for each City owned field or park space that AAPS will groom for the above stated purpose seven (7) days prior to scheduled use.
- (g) Perform field repairs on AAPS owned fields as required to maintain them in a suitable playing condition.
- (h) On an annual basis, aerate, seed, top soil and fertilize AAPS owned fields to maintain them in a suitable playing condition.
- (i) Pay the Ann Arbor Council approved rate for the actual use of field lights for night games at any City owned baseball fields. Partial hours shall be rounded up to the next 15-minute increment and payable at the rate of one quarter (1/4) of the Ann Arbor Council approved rate.
- (j) Provide notice and pay the reasonable cost of time and materials to the City for supplying, setting, and removing home plates and bases as provided in 3(g) below, or supply, set, and remove home plates and bases as needed.
- (k) AAPS shall reimburse the City for anchor placement for the installation of more than two (2) base lengths per field in accordance with Exhibit C.
- (l) AAPS will provide at least 90 days notice if additional field space is needed for programming outside of this Agreement, such as additional interscholastic sports. However, the terms of this Agreement may not apply.
- (m) Except when determined by 3(f) and 2(e)(v), AAPS may provide permitted third party groups the ability to make determinations on playing based on updated weather conditions, with the understanding that all groups must be good stewards of the spaces and that poor stewardship could limit future decision making or rentals.

3. Responsibilities of City. The City shall have the following responsibilities with regard to the Programs:

- (a) Mow all City owned fields to competition standards and park spaces consistent with the parks mowing 14-day schedule to maintain them in suitable playing condition. Any additional field mowing between the normal park mowing cycle will be the responsibility of AAPS.
- (b) Groom all City owned fields, scheduled for baseball, softball or kickball use in advance by AAPS, as conditions allow to ensure suitable playing conditions. Groom only those AAPS owned fields scheduled for use in advance by AAPS. City must have a minimum seven (7) day advanced notice to groom City and AAPS owned fields, unless otherwise approved by the City Park Operations.
- (c) Remove trash and loose litter from all City owned fields and park spaces and empty trash receptacles used in connection with such fields on a regular basis.
- (d) Open, close and maintain restrooms at City owned fields (where applicable).
- (e) Store all bases, pitcher's plates, and home plates on all baseball and softball fields. Storage location to be determined mutually by both parties on an annual basis. Lay bases down at least 7 days prior to first use in the spring and remove within 10 days of final use in the fall.
- (f) Determine whether City fields are playable prior to 4:00 pm each weekday.
- (g) On all City fields when requested 30 days in advance by AAPS, supply and set pitcher's plates, home plates, and bases at the beginning of each season.
- (h) Perform field repairs on City owned fields as required to maintain them in a suitable playing condition.
- (i) Irrigate City owned fields that have existing irrigation systems based on environmental and cultural needs in order to maintain a healthy stand of grass and adequate field conditions.
- (j) Aerate, over seed and top-dress City owned fields annually, at a minimum, to maintain them in a suitable playing condition. City owned fields with existing irrigation systems shall be fertilized based on environmental and cultural needs.
- (k) The City shall ensure the integrity and playability of one (1) base length per field prior to the start of the AAPS scheduled events in the spring of each year.

- (l) Schedule meetings annually with AAPS to review this Agreement, scheduling software, and operational details as necessary.
- (m) The City shall work with AAPS if additional field space is needed for programming outside of this Agreement, such as other interscholastic sports, however, the terms of this Agreement may not apply.
- (n) Provide AAPS with as much notice as possible if a City field will be unavailable for AAPS use for any reason outside of weather. This would ideally be seven (7) days but may vary due to the event.

4. Expenses; Fees.

(a) Except as specifically provided in paragraphs 2 and 3, AAPS shall perform the responsibilities described in paragraph 2 at its sole cost and expense, and the City shall perform the responsibilities described in paragraph 3 at its sole cost and expense. AAPS shall be entitled to charge fees for the services that it is providing for both Programs and third party activities in the form of entrance or registration fees for teams or individual players. In addition, AAPS is required to charge third party users or groups not participating in the Programs fees in accordance with Exhibit C. The fees may reflect a premium for players that are not residents of the City and may also reflect a different premium for players that are not residents of the AAPS District. AAPS shall be entitled to retain all of the proceeds from AAPS fees, with the exception of cost recovery fees which shall be collected in accordance with Exhibit C and remitted to the City. Payment shall be made by December 1<sup>st</sup> of each year, at the conclusion of the season.

(b) The fees in Exhibit C are subject to change at the discretion of the City Council and shall automatically be incorporated into this Agreement upon adoption by the City Council. However, fee changes will not take effect until the next renewal term of this Agreement following adoption of the fee changes. The City shall inform AAPS in advance when there are pending fee changes and allow AAPS the opportunity to comment on the pending changes. In order to allow AAPS time to consider the fee changes and exercise its right to terminate the next renewal term on 30 days' notice as set forth in section 7 of this Agreement, the City Council shall not adopt fee changes less than 60 days prior to commencement of the next renewal term of this Agreement, otherwise the fee changes shall not take effect until the following subsequent renewal term.

5. No Impact on Recreation Advisory Commission. Pursuant to certain prior actions or policies, the City and AAPS have established a Recreation Advisory Commission. Nothing in this Agreement is intended to affect the existence, function, composition or responsibilities of the Recreation Advisory Committee.

6. Insurance/Indemnification. The City shall maintain commercial general liability insurance with respect to all fields owned by the City, and AAPS shall maintain

commercial general liability insurance with respect to all fields owned by AAPS. Any such insurance policies shall be subject to the following requirements:

- (a) The policies shall be maintained with an insurance company that is 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".
- (b) The policies shall have minimum limits of liability of two million (\$2,000,000) dollars.

Each party shall provide the other party with a certificate with respect to its insurance coverage within twenty (20) days after any written request for such certificate.

- 7. Term / Termination. This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2027. This Agreement may be terminated by either party in the case of a breach of this Agreement by the other party, if the breaching party has not corrected the breach within 15 days after written notice of the breach.

This Agreement shall automatically renew for a 1-year term each year beginning on January 1 and terminating December 31 unless terminated, with or without cause, by either party by written notice delivered to the other party at least 30 days prior to commencement of the next term. Automatic renewals shall be upon the same terms and conditions herein, unless otherwise mutually agreed upon in writing by the parties.

- 8. Assignment. Neither party may assign its rights under this Agreement. Notwithstanding the foregoing, either party may subcontract any of its responsibilities under this Agreement to third parties, although no such subcontract shall relieve the party of such responsibilities.
- 9. Notice. All notices required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in the preamble to this Agreement or to such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to other party or one (1) business day after being placed in the United States mail, postage prepaid and addressed to the other party as provided above.
- 10. Amendments. This Agreement may not be altered, amended, or modified, except by a written amendment signed by both the City and AAPS.
- 11. Choice of Law. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Michigan.

12. Severability. If a clause of the Agreement is found by a court to be invalid, that finding will not invalidate any other clause or provision of this Agreement.
13. No Prior Representations. Neither party has relied on any prior representations in entering into this Agreement.
14. Non-Discrimination. The parties agree to carry out this Agreement in compliance with federal and state non-discrimination laws. The parties further agree that they will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this provision may be considered a material breach of this Agreement.
15. Independent Contractor Relationship. The parties intend that an independent contractor relationship exist between the City and AAPS, and nothing in this Agreement shall be construed as being inconsistent with that relationship. Each party is solely responsible for the acts of its own employees, agents, and servants. Neither party will provide or accrue liabilities for any benefits for employees, agents, or servants of the other party, including but not limited to health insurance benefits, paid vacation, pension, or any other employee benefit. Neither federal nor state income taxes nor payroll tax of any kind shall be withheld or paid by either party on behalf of the other party or the employees of the other party.
16. Compliance with Applicable Laws. Each party warrants and represents that it will comply with all federal, state, local laws and licensing requirements applicable to performance of the work under the contract.
17. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**CITY OF ANN ARBOR**

By: \_\_\_\_\_  
Christopher Taylor, Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

Approved as to Substance:

By: \_\_\_\_\_  
Milton Dohoney Jr., City Administrator

By: \_\_\_\_\_  
Derek Delacourt, Service Area Administrator

Approved as to Form and Content

By: \_\_\_\_\_  
Atleen Kaur, City Attorney

**PUBLIC SCHOOLS FOR THE CITY OF  
ANN ARBOR**

By: \_\_\_\_\_  
Jazz Parks, AAPS Superintendent



## EXHIBIT A

Allmendinger  
Bicentennial Park  
Buhr Park \*  
Burns Park  
Clinton Park  
Creal Park  
Esch Park  
Foxfire North Park  
Frisinger  
Green Brier Park  
Hunt Park  
Landsdowne Park  
Lawton Park  
Las Vegas Park  
Lawton Park  
Leslie Park  
Maryfield Wildwood Park  
Northside Park  
Scheffler Park  
Sugarbush Park  
Veterans Memorial Park  
Virginia Park  
West Park  
Winchell Park  
Windemere Park  
Woodbury Park

\* Certain fields at Buhr Park shall be available for AAPS use only as mutually agreed upon by the City and AAPS on an annual basis, no later than April 1<sup>st</sup> of each year.

## EXHIBIT B

Abbot Elementary  
Allen Elementary  
Angell Elementary  
Ann Arbor Open @ Mack  
Bach Elementary  
Bryant Elementary  
Burns Park Elementary  
Carpenter Elementary  
Clague Middle School  
Dickens Elementary  
Eberwhite Elementary  
Forsythe Middle School  
Freeman Elementary  
Haisley Elementary  
Huron High School  
King Elementary  
Lakewood Elementary  
Lawton Elementary  
Logan Elementary  
Mitchell Elementary  
Pattengill Elementary  
Pioneer High School  
Pittsfield Elementary  
Scarlett Middle School  
Skyline High School  
Slauson Middle School  
Tappan Middle School  
Thurston Elementary  
Wines Elementary

## EXHIBIT C

### City Costs for Ann Arbor Public Schools Ball Field Usage and Services

Usage Fees are based on Ann Arbor Council Approved Rates:

Ball Field Usage – Resident\* - \$24

Ball Field usage – Non-resident \* - \$30

City Field lights usage - \$28

\*One booking is equal to two (2) hours of ball field usage.

Direct recovery costs:

Ball Field Grooming Fee

Ball Field Anchor Fee