

**MARIJUANA EXCISE TAX REBATE FUND
GRANT AGREEMENT
BETWEEN THE CITY OF ANN ARBOR,
AND THE HOME OF NEW VISION**

This Marijuana Excise Tax Rebate Fund Grant Agreement (“Agreement”), is entered into this _____ of _____, 2025, between the City of Ann Arbor, a Michigan municipal corporation, whose address is 301 E. Huron Street, Ann Arbor, Michigan 48103 (“City”), and The Home of New Vision, a Michigan non-profit corporation, with offices at 3115 Professional Dr., Ann Arbor, MI 48104 (“Home of New Vision”).

Whereas, Home of New Vision is a Michigan non-profit corporation, whose mission is to provide a full continuum of prevention, crisis, treatment, and peer-based services to individuals seeking substance use treatment, while meeting people where they are in their journey to recovery, in the Ann Arbor/Ypsilanti communities;

Whereas, Home of New Vision, operates the Engagement Center as a 24-hour crisis intervention facility, offering a safe and supportive environment for individuals in active addiction, providing support to hospitals, emergency responders, and law enforcement personnel, including walk-in access to services for community members;

Whereas, on April 01, 2025, Home of New Vision closed the Engagement Center due to a sudden stop work order from the Community Mental Health Partnership of Southeast Michigan (CMHPSM) following the termination of the federal funds that provided funding for the Engagement Center program;

Whereas, on or about June 01, 2025, Home of New Vision will reopen the Engagement Center as a Clinical Withdrawal Management facility, as licensed through the State of Michigan Licensing and Regulatory Affairs (LARA), with the inclusion of two (2) beds providing the walk/drop-in engagement services of the original model;

Whereas, Marijuana Excise Tax Proceeds from the State of Michigan’s Marijuana Excise Tax Rebate (the “Rebate”) in the amount of \$85,000 are available to be allocated to reopen the Home of New Vision Engagement Center as a Clinical Withdrawal Management facility, as licensed through the State of Michigan Licensing and Regulatory Affairs (LARA);

Whereas, On March 15, 2021, City Council resolved in Resolution #R-21-098 to allocate the Rebate for such purposes specifically related to restorative and alternative strategies for public safety and community support;

Whereas, This Grant Agreement seeks to grant \$85,000 of Marijuana Excise Tax Rebate Funds (“Grant Funds”) to Home of New Vision for Engagement Center and Withdrawal Management Program support, which aligns with the goals of #R-21-098.

The Parties agree as follows:

GRANT. City agrees to grant to Home of New Vision the amount of Eighty-Five Thousand Dollars and No/100 (\$85,000) for Engagement Center Programming, with the inclusion of Clinical Withdrawal Management services support, to be used for purposes consistent with City Council Resolution #R-21-098 (the “Grant”).

DURATION. The Term of this Grant Agreement includes Fiscal Year 2025 and may be automatically renewed for those future fiscal years in which a budget appropriation is made to Home of New Vision for any portion of the annual Marijuana Excise Tax Rebate.

USE OF GRANT. Home of New Vision shall administer use of the Grant. The full amount of the Grant Funds shall be used directly for expenses related to reopening and programming the Home of New Vision Engagement Center as a Clinical Withdrawal Management facility, as licensed through the State of Michigan Licensing and Regulatory Affairs (LARA).

REPORTING. Home of New Vision shall cooperate fully with the City to evaluate and monitor the performance of the work funded, in whole or part, by the Grant and further agree to do the following:

- a. Provide such information and reports, oral or written, as may reasonably be required by the City, responding to City Council or City Administration with any requested detailed financial reporting related to the expenditure of the Grant Funds, at any time.
- b. Be responsible for all public-facing reports published on the City’s website, per city council directive, if any.
- c. Maintain records regarding the expenditures of Grant Funds for a period of five years after completion of the work for which the funds are used.

AMENDMENTS. This Agreement may be amended only by a written agreement executed by the Parties.

INDEMNIFICATION.

- a. Home of New Vision hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Home of New Vision or its contractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- b. Home of New Vision’s duty to defend and indemnify City shall arise at the time written

notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Home of New Vision duty to defend and indemnify City shall arise even if City is the only Party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

- c. Home of New Vision will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- d. The Home of New Vision shall obtain, at their own expense, any insurance that it deems necessary for the City's protection. Inadequate insurance coverage shall in no way lessen or limit the liability of Home of New Vision under the terms of this indemnification obligation.
- e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

NONDISCRIMINATION. The Home of New Vision agrees to comply, and to require any service providers to comply, with the nondiscrimination provisions of MCL 37.2209 as well as the provisions of the federal Immigration Reform and Control Act of 1986. AAHDC 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 treated during employment in a manner which provides equal employment opportunity.

LIVING WAGE. If a services provider of the Home of New Vision is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, then the Home of New Vision agrees to require contractor's compliance with the living wage provisions of Chapter 23 of the Ann Arbor City Code. AAHDC 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.

CONFLICT OF INTEREST. No employee, officer or elected or appointed official of the City and no immediate relative (spouse, parent, sibling, or child) of any such person, has or shall have any financial interest in this Agreement. Except for salaries and expenses which may be paid with funds provided under this Agreement, no employee, officer or director of the Home of New Vision and no immediate relative (spouse, parent, sibling or child) of any such person has or shall have any financial interest in this Agreement.

PROCUREMENT. The Home of New Vision shall be responsible for procurement, under their own procurement rules and regulations, and in compliance with all state and federal laws and regulations, of all services for which Grant Funds are used.

SUSPENSION/TERMINATION. If the Home of New Vision fails to comply with the terms of this Agreement, the City may declare this Agreement suspended or terminated. Thereafter, the City shall have no obligation to provide further funds to the Home of New Vision. The termination shall not relieve the Home of New Vision of its obligations to prepare or preserve its records and to make them available for audit or inspection. The City shall provide reasonable notice to the Home of New Vision, indicating the reasons for its actions before suspension or termination.

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 or other circumstances.

CHOICE OF LAW AND FORUM. This Agreement shall 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.

ASSIGNS AND SUCCESSORS. This contract is binding on the City, Home of New Vision, their successors and assigns. The Parties agree they will not assign or transfer their interest in this contract without the written consent of the other Parties.

EXTENT OF AGREEMENT. This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and it supersedes 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 Parties.

NO AUTHORITY TO BIND CITY TO CONTRACTS: Home of New Vision lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter.

SIGNATURES: The Parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding. 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 THE CITY OF ANN ARBOR

This ____ day of _____, 2025

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ____ day of _____, 20____

Approved as to substance:

By _____
Milton Dohoney Jr., City Administrator

By _____
Marti Praschan, Chief Financial Officer

Approved as to form and content:

By _____
Atleen Kaur, City Attorney

FOR HOME OF NEW VISION

By: _____
Heather Williams, Executive Director

