

**GRANT AGREEMENT  
BETWEEN THE CITY OF ANN ARBOR  
AND THE JAMES L. CRAWFORD ELKS LODGE #322**

This Grant Agreement ("Agreement"), is entered into this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, between the City of Ann Arbor, a Michigan municipal corporation, whose address is 301 E. Huron Street, Ann Arbor, Michigan 48103 ("City"), the James L. Crawford Elks Lodge of 220 Sunset Rd., Ann Arbor, Michigan 48103 ("Grantee") (individually "Party" and collectively the "Parties").

WHEREAS, as part of its bicentennial celebration, the City has chosen several projects for its A200 Legacy Project to allow our community to contribute to Ann Arbor in a manner that will transcend 2024 and create a legacy for future Ann Arborites to enjoy;

WHEREAS, the Legacy Project intends to accomplish one of the City's bicentennial goals, namely, to invest in and improve accessibility for historically disenfranchised and marginalized populations in Ann Arbor;

WHEREAS, for over 100 years, Grantee has played a critical role for the African-American community in Ann Arbor;

WHEREAS, the City wishes to contribute funds to restore and repair the Crawford Elks Lodge to a sustainable, operating condition;

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The Parties agree as follows:

1. **GRANT.** City agrees to grant to Grantee a total of Two Hundred Thousand, Six Hundred and Thirty Dollars (\$200,630.00) (the "Grant" or "Grant Funds").

2. **DURATION.** This a one-time, non-renewable Grant.

3. **USE OF GRANT.** Grantee shall administer use of the Grant for the sole purpose of repair and restoration of the structure known as the Crawford Elks Lodge located at 220 Sunset Road, Ann Arbor, Michigan 48103.

4. **DISBURSEMENT.** The Grant will be paid in one lump sum after execution by the Parties of this Agreement.

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

6. **INDEMNIFICATION.**

a. Grantee 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 Grantee or its subcontractors 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. Grantee'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. Grantee's 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. Grantee 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. This defense and indemnification obligation shall survive this Agreement.

7. **REPORTS, MONITORING AND EVALUATION.** Grantee agrees to cooperate fully with the City to evaluate and monitor the requirements and performance of the work and the developments funded in whole or part by the Grant. Grantee agrees to provide such information and reports, oral or written, as may reasonably be required or requested during the completion of renovation work relating to the use of the Grant.

8. **FINANCES, AUDITS, AND INSPECTIONS.** Grantee shall supply documentation of Grant expenditures to the City upon request. Grantee agrees to securely 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. Grantee shall permit examination of these records by the City upon request. The City may, at a reasonable time after giving reasonable notice, cause an audit of the records of the Grantee. Grantee agrees to complete and submit to the City annual audited financial statements and a management letter prepared by an independent auditing firm for the Grantee upon request. After giving reasonable notice to the Grantee, the City may review any of the Grantee's internal records, reports or insurance policies pertaining to this Agreement.

9. **NONDISCRIMINATION.** Grantee agrees to comply, and to require any subcontractors 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. Grantee 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.

10. **LIVING WAGE.** If a subcontractor of Grantee is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, then the Grantee agrees to require subcontractor's compliance with the living wage provisions of Chapter 23 of the Ann Arbor City Code. Grantee 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.

11. **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. No employee, officer or director of Grantee and no immediate relative (spouse, parent, sibling or child) of any such person has or shall have any financial interest in this Agreement.

12. **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 either 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 the other Party or other circumstances.

13. **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.

14. **ASSIGNS AND SUCCESSORS.** This contract is binding on the City, the Grantee, 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.

15. **EXTENT OF AGREEMENT.** This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Grantee 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 Grantee and City.

16. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** Grantee lacks any authority to bind the City on any contractual matters.

17. **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.

*Signatures appear on the following pages.*

**FOR THE CITY OF ANN ARBOR**

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

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

This \_\_\_\_ day of \_\_\_\_\_, 2023

**Approved as to substance:**

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

By \_\_\_\_\_  
Kim Buselmeier, Interim Chief Financial Officer

**Approved as to form and content:**

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



FOR THE JAMES L. CRAWFORD ELKS LODGE #322

By: W. Campbell 12/24/2024  
W. Campbell

Title: Exalted Ruler/President/CEO

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