

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CONSERVATION FUND
AND THE CITY OF ANN ARBOR
FOR ADMINISTRATION OF GREENBELT AND PARKLAND ACQUISITION**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and The Conservation Fund ("Contractor"), a 501(c)3 qualified conservation nonprofit corporation, with its address at 1655 N. Fort Meyer Dr., Suite 1300, Arlington VA 22209. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Community Services Area.

Contract Administrator means Derek Delacourt, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Greenbelt and Parkland Acquisition Administration.

II. DURATION

Contractor shall commence performance on January 1, 2020 ("Commencement Date") and be for 18 months. The City may renew this Agreement up to two times, upon the same terms and conditions, for one year terms, upon 30 days' notice to Contractor. This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide Greenbelt and Parkland Acquisition Administration ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be 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". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor 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.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Derek L. Delacourt
Community Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. 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.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. 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 and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, 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. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. 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.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Type Name
Service Area Administrator

Howard S. Lazarus, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

Project Description

TCF has the experience both here in Michigan and across the country to be uniquely positioned to provide these services for this innovative program designed to preserve and protect parkland, open space, natural habitats, and working lands inside and outside of the city limits.

TCF will work directly with the appropriate City of Ann Arbor staff, the Greenbelt Advisory Commission, and the Land Acquisition Committee of the Park Advisory Commission to implement the approved Open Space and Parkland Preservation Millage Program. For both the Greenbelt and Parkland acquisitions, we will develop and execute a program that includes an integrated public outreach and marketing program and will provide and implement an acquisition strategy. This plan will involve five primary tasks for work with both the Greenbelt Advisory Commission and the Park Advisory Commission: Task A: Program Administration; Task B: Outreach and Strategic Plan Development; Task C: Land and Easement Acquisition; Task D: Partnership Development and Leveraging Funds; and Task E: Easement Monitoring. Often, these tasks will overlap in timing and execution throughout the project period. See Appendix D for detailed work plan.

TCF's work under this program, however, shall not include providing any type of legal advice, including but not limited to due diligence review, contract negotiation and drafting, closing procedures and issues involved with land management and conservation easement monitoring and enforcement. All necessary, required or desired legal services shall be provided by the City Attorney or outside counsel hired by the City. In addition, TCF will not be entering into any contract of sale as the contract purchaser nor holding title to any real property interests, unless otherwise agreed to on a case-by-case provision. These limitations on services provided by the

Task A - Program Administration

The program administration will consist of general management of the daily program activities to ensure that project management personnel and governing bodies at the City, (Community Services Administrator, City Council, City Attorney, Greenbelt Advisory Commission, and Land Acquisition Committee) are kept apprised of activities occurring throughout all phases of the acquisition process and to ensure compliance with City requirements and procedures. In addition, as we have done previously, the program administration for the parkland acquisition portion will include regular meetings with Parks and Recreation staff, Natural Area Preservation staff, and Planning staff to ensure all parties are involved and kept apprised of activities throughout the land acquisition process and a unified staff recommendation is presented to the Land Acquisition Committee.

Additional activities under this task include quarterly and annual reporting, coordination with city staff, presentations as deemed necessary, and regularly scheduled meetings with Community Services Administrator and City Attorney. This will also include record keeping for all acquisition files for properties acquired under the Open Space and Parkland Preservation Millage. TCF will also provide orientation meetings for any new commissioners appointed to either the Greenbelt Advisory Commission or Park Advisory Commission.

TCF will also work closely with the City's Office of Sustainability and Innovations to provide measures for success achieved through the Open Space and Parkland Preservation Millage as they relate to the City's Sustainability Framework, Climate Action Plan, and other relevant sustainability initiatives led by the City. TCF will provide the Office of Sustainability and Innovations with annual updates to measures where possible, and collaborate with the Office to seek additional funding for evaluating and reporting on the Open Space and Parkland Preservation Millage's impact to date.

TCF will provide quarterly updates to the Community Services Administrator and Annual Report to the Greenbelt Advisory Commission and Land Acquisition Committee.

Lastly, TCF will continue to work with City staff to establish Standards and Practices policies and procedures for acquisitions and conservation easement enforcement to ensure the program keeps up to date with national standards for conservation easement best practices.

Task B - Outreach and Strategic Plan Development

This task includes activities for marketing the Greenbelt program and outreach to potential applicants to the Greenbelt program. Outreach activities to Greenbelt landowners will be adapted based on deal flow and may include mailing letters and applications to selected landowners based upon demonstrated interest in the program, as well as those located in priority areas identified through the strategic plan. We will also work with the Greenbelt Advisory Commission and city staff on any final approvals and implementation activities of the 2019 Greenbelt Strategic Plan, including a revised parcel prioritization system, as needed. TCF will also provide support to any Land Acquisition Committee strategic planning processes that may take place over the life of this contract, coordinating closely with City staff, the Parks Advisory Commission, and any contractors retained by the City for strategic planning purposes.

In addition to outreach activities to Greenbelt landowners, TCF staff will work with the Greenbelt Advisory Commission to identify avenues to highlight program successes with Ann Arbor residents. This may include an annual Bus Tour, the creation of "virtual tours" that include video of Greenbelt and parkland properties captured by drones, other video and promotional materials, public presentations, as well as identifying other avenues to

keep Ann Arbor residents up to date on Greenbelt activities, such as tabling at the Mayor's Green Fair and soliciting media coverage for program achievements.

Outreach activities for the Land Acquisition Committee include contacting owners of priority properties to gauge interest and discuss land protection options for each landowner, maintaining a landowner database, and regular contact with landowners throughout the acquisition process.

Task C -Land and Easement Acquisitions

TCF will administer and facilitate the acquisition process, beginning with evaluating application properties following the guidelines and criteria established by City Council, Greenbelt Advisory Commission, and Land Acquisition Committee. After successful applicants have been notified, and necessary city recommendations and approvals obtained, TCF will facilitate the appraisal contract process with one of the City contractor appraisers, to complete an appraisal using guidelines approved by the City of Ann Arbor. We will then meet with the property owner's team - which may include their attorney, accountant, or other family members. TCF will also work with the City Attorney office to request Title documentation.

Once a property is under contract by The City of Ann Arbor and necessary approvals obtained, TCF will facilitate contracts, using guidelines approved by the City, to complete the necessary due diligence using City contractors, including the environmental assessment and survey. All due diligence documents will be provided to the City Attorney for review. TCF will prepare a Baseline Document for easement purchases, prior to closing, in order to document the status of the property at time of closing. This Baseline Document will be a crucial element in the annual monitoring process to document changes on the property over time. TCF will coordinate with the City Attorney's office to arrange the closing, and will provide a news release concerning the successfully completed transaction.

Throughout the acquisition process, TCF will work with the acquisition team that will include city staff, appraisers, environmental site assessment firms, surveyors, and title companies to ensure an efficient process. TCF will act as, or participate as part of, the negotiation team in connection with the finalization of purchase activities. As noted above in the Project Description section of this proposal, TCF will not be providing any legal services in connection with this project. All necessary, required or desired legal services shall be provided by the Office of the City Attorney.

Task D - Develop Partnerships and Leverage Funds

The cultivation of partnerships with local organizations, governments, and granting agencies is critical to the success of the Open Space and Parkland Preservation Program. To that end, our work will include building on the established partnerships to ensure an efficient land acquisition process that adheres to all partners' processes and procedures. In addition, TCF will continue to participate in regular meetings with partners to further foster those partnerships and identify areas for potential collaboration.

TCF will also prepare grant applications or offer assistance to other organizations and local governments in the preparation of funding proposals for collaborative projects, similar to what has been done previously. This will include regular contact with grant agencies, such as the USDA-NRCS Agricultural Conservation Easement Program or others as necessary.

Task E - Easement Monitoring

TCF will monitor the 32 conservation easements currently owned by the City of Ann Arbor on a yearly basis and provide the USDA-NRCS, Michigan Department of Natural Resources, and the City of Ann Arbor with a copy of the completed reports noting any violations. Every ten years, TCF will meet with the current owners to review the easement terms, and will discuss an update to the NRCS Conservation Plan during the annual monitoring visit. When there is a change in the fee ownership of a conservation easement, TCF will immediately arrange a meeting with the new landowner to discuss conservation easement responsibilities in detail. If an easement owner contacts the City about changes in the farmstead complex, TCF will work with the City Attorney and Community Services Administrator to provide the format to request permission for the building. As noted above in the Project Description section of this proposal, TCF will not be providing any legal services in connection with this project. All necessary, required or desired legal services shall be provided by the Office of the City Attorney.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The total not to exceed amount of the contract is \$198,000.00. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Open Space and Parkland Preservation Millage Implementation January 1, 2020 - December 31, 2020 Budget					
		# of Hours	Rate*	Total	Budget Amount
Task A	Program Administration				
Orientation and Educational Activities; Monthly Meetings; Quarterly Reports; Annual Report; Coordinate with City, PAC, GAC, and LAC; Make Presentations as Needed; Maintain Files; and Deploy Standard Operating Procedures.					
Project Manager		500	\$80.00	\$40,000.00	
Total					\$40,000.00
Task B	Outreach & Strategic Plan Development				
Identify Properties and Landowners, Coordinate GIS data, Maintain Landowner database, Conduct Outreach to Landowners, Conduct Outreach to Ann Arbor Residents (i.e., Bus Tour), Landowner Contact Activities, Create Press Releases after Closings, Update and Implement Strategic Plans.					
Project Manager		400	\$80.00	\$32,000.00	
Total					\$32,000.00
Task C	Land and Easement Acquisitions				
Rank Applications; draft Conservation Easements for review by City Attorney; order due diligence and coordinate due diligence review with City Attorney office for approval; negotiate price with landowner; submit Contract Request Form to City Attorney; prepare Baseline Documents; coordinate annexations and rezoning as needed with Planning & Dev.:					
Project Manager		500	\$80.00	\$40,000.00	
Midwest Director		250	\$150.00	\$37,500.00	
Total		750			\$77,500.00
Task D	Develop partnerships and leverage funds				
Apply for matching funds when available and qualified properties exist; participate in partnership meetings; work with federal, state, and local government and non-profit partners in land acquisition deals as needed.					
Project Manager		350	\$80.00	\$28,000.00	
Total					\$28,000.00
Task E	Monitoring and Stewardship				
Develop Easement Monitoring Plan; Conduct annual easement monitoring, process farmstead applications, and prepare 10 year baseline updates.					
Project Manager		150	\$80.00	\$12,000.00	
Total		2,900			\$12,000.00
Total all tasks:					\$189,500.00
Total General Expenses (from Sheet 2):					\$8,500.00
Grand Total:					\$198,000.00

EXHIBIT C
INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.