

CR 53942

AGREEMENT

06/16/2022

1 Parties This Agreement, dated 7th 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")
v. 100396

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 June 23, 2022 and extends through June 24, 2022

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



06/29/2022

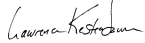
Gregory Dill
County Administrator

APPROVED AS TO FORM


06/27/2022
Office of Corporation Counsel

Michelle K Billard
Office of Corporation Counsel

ATTESTED TO


06/29/2022

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  06/16/2022
CHRISTOPHER TAYLOR, MAYOR

By  06/16/2022
JACQUELINE BEAUDRY, CITY CLERK

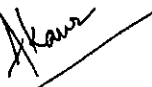
This ___ day of _____, 20___

Approved as to substance

 06/09/2022
By MILTON DOHONEY JR., CITY ADMINISTRATOR

 06/07/2022
MIKE KENNEDY, FIRE CHIEF

Approved as to form and content

 06/09/2022
ATLEEN KAUR, CITY ATTORNEY
PROXY SIGNED BY KMCDONALD