

TO: Human Resource/Public Works Committee
Margaret McAvoy, Administrator/Controller

Isabella County Staff Report

FROM: Sue Ann Kopmeyer, Parks & Recreation Director



DAY/DATE: Wednesday, March 7, 2018

RE: CMU Mobile Recreation Unit Contract (Play on The Way)

BACKGROUND

Excerpt from 2016 final Play on the Way Report, Kevin Troshak Coordinator

A first-of-its-kind program developed by Central Michigan University [offered] recreation activity programs on the road for kids and families in rural and remote areas in Michigan.

Play on the Way is the only service-learning-based mobile recreation unit sponsored by a university in the United States to date. This program is designed to promote learning by active involvement while addressing the growing problems families face due to lack of exercise.

This Mobile Recreation Unit is filling a niche for rural communities that have no organized recreational opportunities available for children. In addition, we are recruiting CMU students out into local communities for hands-on service-learning activities.

The CMU RPL Department partnered with Isabella County Parks and Recreation in 2016 [and 2017] to offer programming opportunities for the summer. Each program [provided] two-to three-hour activities for up to 60 participants. The programs that were offered varied, ranging from organized sports to family games to environmental and outdoor education activities.

County Parks Director's Report.....

Since 2016, the Central Michigan University Mobile Recreation Unit program has offered "Play on the Way" to the rural areas of Isabella County utilizing the County Parks. The CMU Recreation, Park & Leisure (RPL) Department and CMU's general fund has covered the start-up costs for "Play on the Way" to travel to areas within Isabella County outside of the greater Mt. Pleasant Area. These costs include a truck, a trailer, program equipment and supplies as well as summer staff. The County Parks would again be hosting the Play on the Way program at Deerfield, Coldwater and Herrick Parks this summer.

Play on the Way is set to be offered at the County Parks this summer once the Recreation Service Agreement is approved by the County Board of Commissioners. The programs will run between May and August again this year. The cost for the program is the same as last year at \$100 per hour for 3 hours (the fees will increase for ICPR in 2019). We have scheduled 28 visits for the summer of 2018.

This is an exciting opportunity to be part of this recreational opportunity to the families in Isabella County. We have offered some programming and special events offered through our department, and this expansion of services enhances the promotion and availability of healthy fun activities in the County Parks!

- 2016 participation: 652
- 2017 participation: 948

Isabella County Parks Mission

To actively promote a healthy and enjoyable lifestyle to all residents and visitors of Isabella County by providing quality facilities and diverse recreation opportunities through the responsible management of human, financial and environmental resources.

FINANCIAL IMPACT

As approved in the FY18 Budget under Contracted Services, \$9,000 was budgeted for this program (208.752.802.000).

RECOMMENDATIONS

Consider to approve the Recreation Services Agreement accepting the terms of the CMU Mobile Recreation program offered through Central Michigan University Board of Trustees and authorize the Board Chairperson to sign the same.

ATTACHMENTS

1. Recreation Services Agreement
2. Play on the Way Flyer/Schedule

RECREATION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **6th day of March, 2018**, by and between the **County of Isabella**, a municipal corporation and political subdivision of the State of Michigan, of 200 N. Main St., Mt. Pleasant, MI 48858, on behalf of **Isabella County Parks and Recreation** (hereinafter referred to as the "County") and **Central Michigan University Board of Trustees**, of 1200 S. Franklin St., Mt. Pleasant, MI 48859 (hereinafter referred to as "CMU").

WHEREAS, CMU through its Recreation, Parks & Leisure Department offers recreation opportunities for underserved populations in mid-Michigan; and

WHEREAS, the County desires to contract for recreation services provided by CMU's Recreation, Parks & Leisure Department (RPL) for participants in the County's parks; and

WHEREAS, the County and the CMU have agreed to the terms and conditions of this services agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. **Services to be Provided by CMU.** In exchange for the compensation set forth in Sec. 5, CMU through its RPL agrees to provide up to thirty (30) three-hour Mobile Recreation programs (for a total of 90 hours), for participants at Isabella County Parks ("the Services"). The Services include the use of at least three (3) CMU program staff/facilitators, program equipment and supplies, and program set-up and tear down. CMU program staff shall have all necessary and proper certification as may be required for each individual program. Additional three-hour programs may be provided, at the County's request, for additional compensation.

2. **Program Promotion and Registration.** The County shall promote the Mobile Recreation programs and be responsible to recruit participants. The County shall abide by program participant maximum numbers in accordance with each Mobile Recreation programming unit. CMU will promote the County's Mobile Recreation programming schedule on its website and social media pages. **CMU and County Parks will share participant registration information for future program promotions.**

3. **Program Locations.** The Services shall be provided at the following County Parks: Coldwater Lake Family Park, Deerfield Nature Park, and Herrick Recreation Area.

4. **Program Dates and Times.** The Services shall be provided during the summer of **2018, between May 14 and October 1, 2018**, according to a schedule to be determined by the CMU Coordinator and the County Parks Director no later than May 1, 2018. Programs may be scheduled Monday through Friday between the hours of 9:00 a.m., through 7:00 p.m., and on Saturdays between Noon and 8:00 p.m., in accordance with County Parks programming needs and RPL Mobile Recreation availability.

5. **Compensation.** In exchange for the Services, the County shall pay CMU compensation up to the total amount of Nine Thousand and No/100 Dollars (\$9,000.00), calculated at the rate of \$100.00 per hour. Additional programs may be provided at the County's request for additional compensation at the rate of \$300.00 per program. In the event of program cancellation or rescheduling, the County shall be credited for the unused balance of the compensation paid.

6. **Payment.** Payment shall be made in advance in three monthly installments based on the schedule for that month of \$3,000.00 each, due and payable on the first day of each month (i.e., June, July and August), subject to adjustment for program cancellation and rescheduling.

7. **Nondiscrimination.** CMU, as required by law, shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

8. **Compliance with the Law.** CMU, and its employees and agents, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations, and the Isabella County Park Rules & Ordinance for County Park property. Breach of this covenant shall be regarded as a material breach of this Agreement.

9. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

10. **Independent Contractor.** It is expressly understood and agreed that CMU is an independent contractor. CMU and the employees and agents of CMU shall in no way be deemed to be and shall not hold themselves out as employees or agents of the County. CMU and its employees and agents shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, or paid sick leave. CMU shall be responsible for the payment of salaries, wages and other compensation due its staff for services they perform under this Agreement, and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. CMU, to the extent required by law, shall carry workers' compensation insurance coverage.

11. **Liability.**

A. To the extent permitted by applicable law, liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by CMU in the performance of this Agreement shall be the responsibility of CMU, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the negligence or intentional acts or omissions of CMU, its employees or students, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to CMU, its employees or students by statutes or court decisions.

B. To the extent permitted by applicable law, liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of CMU if the liability, loss, or damage is caused by, or arises out of the negligence or intentional acts or omissions of the County, its employees or agents, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and CMU in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and CMU, but only in proportion to and in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, its employees, CMU, its employees or students, respectively, as provided by statute or court decisions.

12. **Insurance.** During the term of this Agreement, CMU shall maintain the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Isabella County. The requirements below should not be interpreted to limit the liability of CMU. All deductibles and SIR's are the responsibility of CMU.

CMU shall procure and maintain the following insurance coverage:

- A. **Workers' Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;
- C. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Isabella County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Isabella County as additional insured, coverage afforded is considered to be primary and any other insurance Isabella County may have in effect shall be considered secondary and/or excess.
- E. **Cancellation Notice:** All policies, as described above, shall provide Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change in accordance with the policy provisions, and shall be sent to: Isabella County, Margaret McAvoy, 200 N. Main Street, Mt. Pleasant, MI 48858.
- F. **Proof of Insurance Coverage:** CMU shall provide Isabella County at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
- G. If any of the above coverages expire during the term of this contract, CMU shall deliver

renewal certificates and endorsements to Isabella County at least ten (10) days prior to the expiration date.

13. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. In no event shall the making by the County of any payment due to CMU constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which may then exist, on the part of CMU, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

14. **Modification of Agreement.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

15. **Assignment or Subcontracting.** CMU shall not assign or subcontract any of its duties and obligations under this Agreement without obtaining the prior written consent of the County.

16. **Agreement Term.** CMU shall commence performance of the services required under this Agreement on **May 14, 2018, and the Agreement shall continue through October 1, 2018**, unless terminated earlier as provided in paragraph 17, or is otherwise amended by the written authorization of the parties.

17. **Termination of Agreement.** Either party shall have the right, upon thirty (30) calendar days prior written notice to the other party, to terminate this Agreement. In the event this Agreement is terminated, compensation shall cease at the end of the calendar month during which the termination is effective.

18. **Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only, and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

19. **Complete Agreement.** This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, it shall be considered to be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

21. **Certification of Authority to Sign Agreement.** The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

COUNTY OF ISABELLA

By: _____
George A. Green, Chairman Date
County Board of Commissioners

CENTRAL MICHIGAN UNIVERSITY

By:  2/27/18
Susan Watt-Smith Date
Senior Buyer, Contracting & Purchasing Services

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Isabella County Parks



FREE Summer Fun For Kids!

June 15th through August 25th

Check out the calendar on the back for location, date and times!
Visit the County Parks website for daily themes and activities.

Central Michigan University's Mobile Recreation Program
is heading to your County Parks this Summer!

Water Fun Activities

Games, Sports and Family Activities

Arts, Music and Cultural Activities

Environmental/Outdoor Education

Everything active and fun we can dream up!

Simply register by calling or emailing the
Parks Main Office the day before attending.

*Programs designed for children in grades K-12

*Children must be accompanied by responsible adult

If you forget to register don't let that stop you from joining
us for some summer fun! Come out to the Park and
let the Gate Attendant know you would like to spend
the day with Play on the Way!



Department of
Recreation, Parks
& Leisure Services
Administration

989.317.4083 parks@isabellacounty.org
www.isabellacounty.org/dept/parks 

Play on the Way - 1pm to 4pm Free at the County Parks

May

Sun	Sat
	27 CLFP Park Fun

June

Thu	Fri	Sat
8	9	10 DNP ICPR Paddles Sports Day 10am - 2pm
15 DNP Schools Out for Summer!	16 DNP Park Fun	17
22 DNP Park Fun	23 DNP Park Fun	24
29 DNP Park Fun	30 DNP Shoot for the Stars	

July

Thu	Fri	Sat
		1 CLFP Red, White & Blue Day
6 HRA Park Fun	7 CLFP All things SUPER!	8 DNP Outdoor Adventure (Canoes)
13 HRA Park Fun	14 CLFP Park Fun	15 DNP One with Nature
20 HRA Park Fun	21 CLFP Mess Day	22 DNP Park Fun
27 HRA Water Day	28 CLFP Park Fun	29 DNP Park Fun

August

Thu	Fri
3 DNP Park Fun	4 DNP Outdoor Adventure (Canoes)
10 DNP Park Fun	11 DNP Things that Fly
17 DNP Park Fun	18 DNP Park Fun
24 DNP Park Fun	25 DNP Picnic in the Park

**Play
on the
Way
2017**

Call or Email the County Parks to Register
989.317.4083 parks@isabellacounty.org
www.isabellacounty.org/dept/parks



DNP = Deerfield Nature Park CLFP = Coldwater Lake Family Park HRA = Herrick Recreation Area