

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

Isabella County Staff Report

FROM: Sue Ann Kopmeyer, Parks & Recreation Director



DAY/DATE: Wednesday, April 20, 2016

RE: CMU Mobile Recreation Unit Contract

BACKGROUND

Lori Irwin, Assistant Professor from the Central Michigan University Recreation, Park and Leisure (RPL) Department has been working with me for the last 2 years to offer recreation program opportunities in rural areas of the county. Last year, Ms. Irwin secured funding through the RPL Department and CMU general fund for start-up costs for "Play on the Way" a mobile recreation unit program to travel to other areas of the county outside of the greater Mt. Pleasant Area. These costs include a truck, trailer, program equipment and supplies as well as summer staff.

Play on the Way is set to start this summer once approved, with the County Parks (Deerfield, Coldwater, Herrick Parks) this June and end August 31, 2016. The cost for the program at the County Parks is \$100 per hour for 3 hours. We have scheduled 30 visits for the summer.

The following is information provided for a general overview of the program:

A first-of-its-kind program developed by Central Michigan University will take 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. Lori Irwin, CMU assistant professor in the department of recreation, parks and leisure services administration, has designed the program to promote learning by involvement while addressing the growing problems families face due to lack of exercise.

"We are filling a niche for rural communities that have no organized recreational opportunities available," she said. "In addition, we are getting CMU students out into these communities for hands-on service-learning activities."

The CMU RPL Department has partnered with Isabella County Parks and Recreation to start programming opportunities in June 2016. Each program will provide two-to three-hour activities for up to 60 participants. Programs will vary, ranging from organized sports to family games to environmental and outdoor education activities.

Local municipalities, businesses, schools and civic groups will have the opportunity to sponsor and host Play on the Way programs. Students in recreation, parks and leisure academic courses gain experience while facilitating the programs, which are offered during weekend, evening and out-of-school hours. The first year of programming could involve up to 150 CMU students and more than 150 hours around mid-Michigan, potentially servicing more than 6,000 participants in the first year.

Other partners include:

City of Mt. Pleasant Parks & Recreation

Potential partners:

Local Townships/Villages

Saginaw Chippewa Indian Tribe

Gratiot County

Clare County

This is an exciting opportunity to be part of this new 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 will enhance the promotion and offering of healthy and fun activities in the County Parks!

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 FY16 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 Flier
3. Play on the Way Proposed County Park Schedule

RECREATION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of April, 2016, 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 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.

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 2016, between June 1 and August 31, 2016, according to a schedule to be determined by the CMU Coordinator and the County Parks Director no later than May 1, 2016. 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 in 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 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 the 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 June 1, 2016, and the Agreement shall continue through August 31, 2016, 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: _____ Date _____
George A. Green, Chairperson
County Board of Commissioners

CENTRAL MICHIGAN UNIVERSITY

By:  _____ Date 4/25/16
Thomas P. Trionfi
Director, Contracting & Purchasing Services

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Find Out **More**

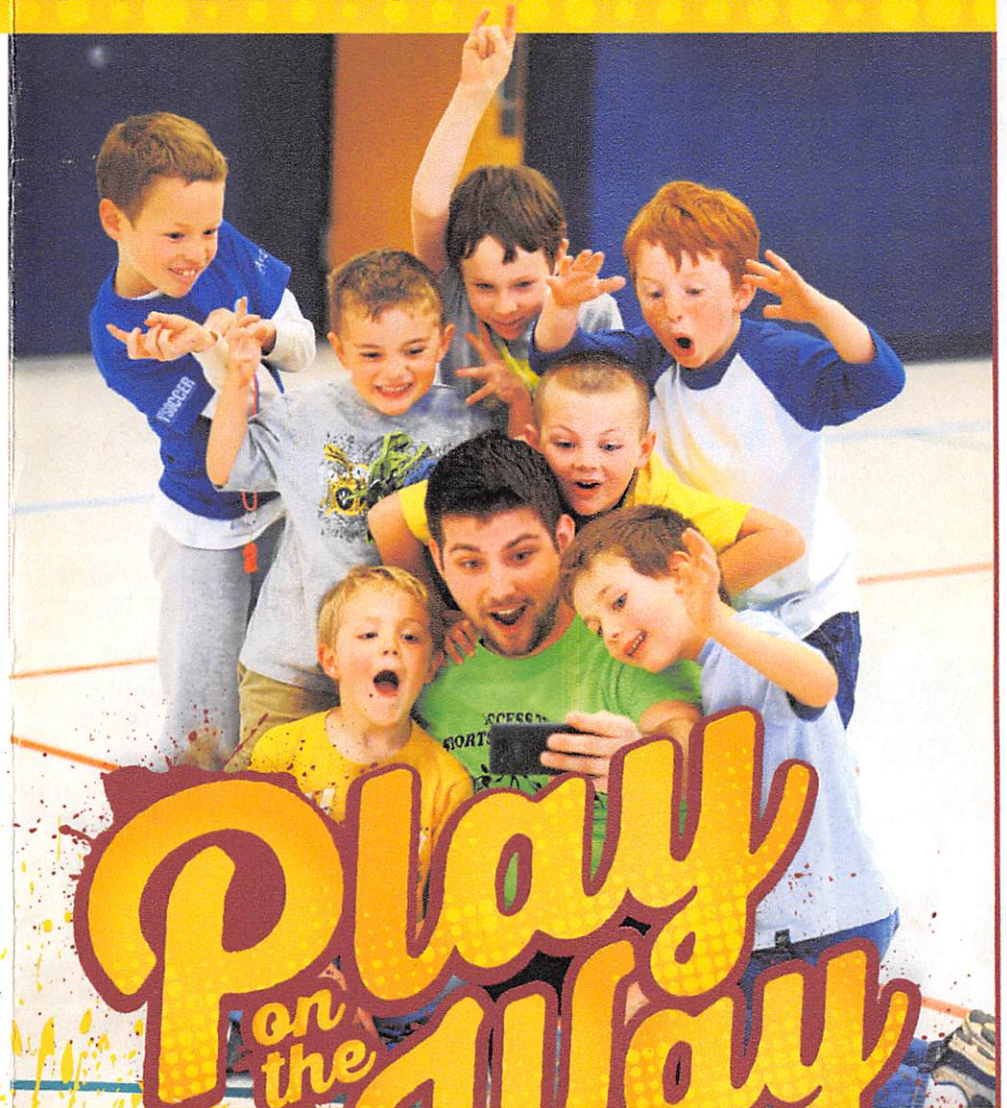
There is no fee for individual and family participants. Play on the Way sessions are scheduled and sponsored financially by local entities such as township, county, city departments; local businesses; faith-based organizations; schools or civic groups.

Lori Irwin, Ed.D., CPRP
Department of Recreation, Parks and Leisure Services Administration
Central Michigan University
107 Finch Fieldhouse
Mt. Pleasant, MI 48859

rpl.cmich.edu/playontheway
Lori.irwin@cmich.edu
989-774-1022

CMU
CENTRAL MICHIGAN
UNIVERSITY

CMU, an AA/EQ institution, provides equal opportunity to all persons, including minorities, females, veterans and individuals with disabilities (see cmich.edu/ocrie).



Play
on the
Way

CMU
CENTRAL MICHIGAN
UNIVERSITY

Let's get **active** and **moving**

Play on the Way provides supervised recreation opportunities to communities around mid-Michigan while providing hands-on learning experiences for CMU recreation, parks and leisure services students.

What we offer

- Sports and exercise/physical activities
- Arts, music and cultural activities
- Environmental and outdoor education
- Games and family activities
- Water fun

Where and when can we play?

Play on the Way programs can be set up during non-school hours/days at school playgrounds and gyms, township halls, churches, neighborhood parks or any open location within an approximate 30-mile radius of CMU.

Central Michigan University students and faculty are **bringing fun and healthy supervised activities to a neighborhood near you** with the Play on the Way mobile recreation program!

Our **goals**

Bring fun to you

We provide access to safe activities for children and families in locations without existing recreational programming.

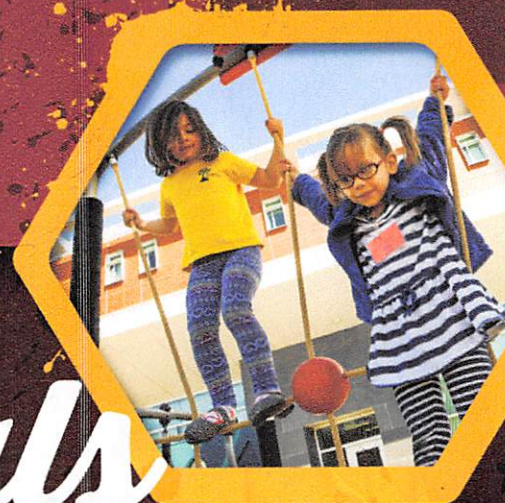
Focus on health

By bringing activities to local communities, we will help children and families increase the amount of time spent being active and healthy.

Learn together

While your kids have fun, CMU students have the opportunity to apply their skills and add meaningful service to your community.

rpl.cmich.edu/playontheway



Isabella County Parks

New this summer

Play on the Way

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

Recreation Fun For Kids!

June 20th through August 26th

Join us Monday's, Wednesday's
and Friday's for these
FREE programs!

Check out the calendar on the back for
location, date and times!

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



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

HRA = Herrick CLFP = Coldwater DNP = Deerfield

June 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
12	13	14	15 DNP 1pm - 4pm	16	17 DNP 1pm - 4pm	18
19	20 HRA 1pm - 3pm	21	22 CLFP 1pm - 4pm	23	24 DNP 1pm - 4pm	25
26	27 HRA 1pm - 3pm	28	29	30		

July 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 DNP 1pm - 4pm	2
3	4	5	6 CLFP 1pm - 4pm	7	8 DNP 1pm - 4pm	9
10	11 HRA 1pm - 3pm	12	13 CLFP 1pm - 4pm	14	15 DNP 1pm - 4pm	16
17	18 HRA 1pm - 3pm	19	20 CLFP 1pm - 4pm	21	22 DNP 1pm - 4pm	23
24	25 HRA 1pm - 3pm	26	27 CLFP 1pm - 4pm	28	29 DNP 1pm - 4pm	30
31						

August 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 CLFP 1pm - 4pm	2	3 DNP 1pm - 4pm	4	5 DNP 1pm - 4pm	6
7	8 CLFP 1pm - 4pm	9	10 DNP 1pm - 4pm	11	12 DNP 1pm - 4pm	13
14	15 CLFP 1pm - 4pm	16	17 DNP 1pm - 4pm	18	19 DNP 1pm - 4pm	20
21	22 CLFP 1pm - 4pm	23	24 DNP 1pm - 4pm	25	26 DNP 1pm - 4pm	27
28	29	30	31			

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



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