



NORTHVILLE
PARKS & RECREATION



NORTHVILLE
Parks & Recreation
Commission

MARCH 27, 2024
MEETING PACKET



Northville Parks and Recreation Commission
AGENDA
Wednesday, March 27, 2024
Northville Township Hall, 44405 Six Mile Road, Northville, MI, 48168
Time: 5:30pm

1. Call to Order

- 2. Roll Call:** Mark Abbo Mindy Herrmann
 Brian Turnbull James Mazurek
 Scott Frush Barbara Moroski-Browne

Staff: Todd Mutchler, George Lahanas, Derek Smith

- 3. Citizen Comments** – Limited to 2 minutes per citizen/subject. If more time is needed, the item may be placed on the agenda.

4. Adoption of Agenda and Consent Agenda

(Consent Agenda items considered routine will be approved by one motion. There will be no separate discussion of these items unless a commissioner or citizen requests that the item be moved to the main agenda.)

5. Approval of January 24, 2024, Parks & Recreation Commission Meeting Minutes

6. Presentations/Discussion Items

- A. Ford Field Gateway and Serenity Point Update
- B. Ford Field Restrooms – LWCF Grant Recommendation
- C. Ford Field Playground Steering Committee

7. Public Hearing

- A. None

8. Department Reports

- A. Director's Report
- B. Assistant Director's Report
- C. Division Reports

9. Old Business

10. New Business

- A. Approval of 2024 - 2025 Northville Baseball/Softball Association Facility Rental Agreement
- B. Approval of 2024 Facility Rental Agreement For Northville Soccer Association

11. Any other business or public comment for the Parks & Recreation Commission

12. Adjournment

Next Meeting – May 22, 2024



**Northville Parks and Recreation Commission
Meeting Minutes
Wednesday, January 24, 2024
Northville Township Hall, 44405 Six Mile Road, Northville, MI 48168
Time: 5:30pm**

1. **Call to Order:** 5:30 p.m.

2. **Roll Call:** Scott Frush, Trustee
Mindy Herrmann, Trustee arr. 5:40 p.m.
James Mazurek, School District Board Member
Barbara Moroski-Browne, Mayor Pro-Tem
Brian Turnbull, Mayor, City of Northville

Absent: Mark Abbo, Supervisor, Northville Township

Staff: Todd Mutchler, George Lahanas, Derek Smith

3. **Citizen Comments** – Limited to 2 minutes per citizen/subject. If more time is needed, the item may be placed on the agenda.

No citizens in attendance, agenda item closed.

4. **Adoption of Agenda and Consent Agenda**

(Consent Agenda items considered routine will be approved by one motion. There will be no separate discussion of these items unless a commissioner or citizen requests that the item be moved to the main agenda.)

Motion by Turnbull, support by Frush, to approve agenda as posted.

Motion passed

5. **Approval of November 15, 2023, Parks & Recreation Commission Meeting Minutes**

Motion by Moroski-Browne, support by Mazurek, to approve the November 15, 2023 minutes as submitted.

Motion passed

6. **Presentations**

A. 2024 Parks and Recreation Department Budget Amendment – Derek Smith
Removed from tonight's agenda.

7. **Public Hearing**

A. None
Removed from tonight's agenda.

8. Department Reports

A. Parks & Recreation Update

- Bi-Monthly highlighted reports will be given by both superintendents and the senior division going forward.
- A new sponsorship book will be coming out shortly to support parks and recreation while providing advertising to our sponsors with full amenity details.
- Pickleball Townhall meeting was a big success with much input from the community.
- Policies & Procedures are being implemented which this department has been devoid of in the past.
 - General Refund Policy has been revised to promote consistency throughout department as well as having an established cost recovery plan in place.
 - Resident vs. Non-Resident Policy is currently being developed to recognize and benefit those who are paying taxes for these amenities.
- Staff In-Service Two Day Parks & Recreation Presentation at Maybury State Park
 - Township Manager Todd Mutchler joined us on the first day to speak on the significance of why we do things for our community.
 - Fire Chief Brent Spiegler spoke the next day on culture, which he had previously shared with a couple of other departments as well.
 - Derek spoke on the importance of the “Why” we do things, rather than the how or what we do. Stressing the importance of this in our purpose with relating to the community. This helps us to better reach our vision and goals,
 - It seems there has not been a strategic plan in our department since 2003.
 - SWOT Analysis Report – All staff worked on what they perceived to be their departments strengths, weaknesses, opportunities, and threats.
 - Smith recommended that this analysis be sent to the commission for each member to take individually to gain their external perspective.
 - * Herrmann suggested for commission to provide more of a vision for the future of the department rather than taking the SWOT analysis. This could include master plan results and have the commission give their input.
 - * Smith said SWOT had more to do with the internal and external communications within the department, such as management, facilities, effectively running programs, and employee retention.
 - * Turnbull stated that the commission should take the SWOT analysis with each commission member giving input as this will assist with strategic planning as well as master plan.
- Year End Report
 - Hillside Recreation Center and Northville Community Center opens to a full day. This allows the public to be serviced for a greater period of time since covid.
 - New Registration software projected by end of the year.
 - New magazine to come – high gloss, must have in print in addition to digital.
 - * Currently have Inspire (seniors) and Parks & Recreation magazine 3x year.
 - * Plan to have new branding in future which will include a new magazine name.
 - * The magazine will allow for participants as well as parents to plan their schedules six months in advance since all programs will be listed.
 - Professional Development – Recreation Superintendent Bridget Renwick graduated from the Certified Public Manager Program.

- Operational improvements
 - Cash Handling Procedure
 - Wi-fi access at Hillside and NCC
- Capital Contractor Improvements
 - Baseball fencing
 - Parking lot
 - Ford Field
 - Cricket Pitch
 - Cady Street Dog Park
 - Fish Hatchery
- NCC had renovations in December which included new flooring.
- Four new staff members filled the full-time positions in 2023:
 - Derek O. Smith - Parks & Recreation Director (July)
 - Greg Morris - Assistant Director of Parks & Recreation (September)
 - Debbie Giulianelli-Smith - Senior Services Supervisor (October)
 - Julie Wheeler - Recreation Specialist (November)

9. Old Business

A. Unity Skatepark Update

- Grand opening planned for this spring.
- Mazurek addressed issues with the concrete cracks and commented on how well Smith had documented this on video with dates. Smith's attention to detail was excellent.
- Smith addressed the drainage issue in addition to concrete problems and that the department will be withholding funds until work is completed to our satisfaction. The contractors have agreed to this as well and have even extended the warranty on this. Both the township and contractor want this to be a success.

B. Parks & Recreation 5-Year Master Plan

- Plan passed at both municipalities.

C. Legacy Park Phase 1 Trail Development Update

- Expected to be completed by mid-summer by Rock Solid.

D. Legacy Park Master Plan Update

- Smith hopes to gather with the planning committee soon.
 - * Moroski-Browne commented on what an excellent job Bob Ford's team, Smith and Herrmann had done on this. She especially liked how they had incorporated the community's feedback in this plan.
 - * Turnbull remarked on how the community along with the township and city of Northville really came together in supporting the Skatepark.
 - * Turnbull mentioned what a great job everyone did with raising over \$500,000 from a grant as well as Northville's contributions toward the Master Plan by the deadline of February 1, 2023.

10. New Business

- A. Approval of 2024 Parks and Recreation Department Budget Amendment #1
- Smith mentioned how this had been approved at a prior meeting.
 - Facilities need updating, this was already in the budget prior to Smith's arrival.
 - Need assessment of our facilities to be sure we are up to code concerning ADA requirements.
 - NCC – Entrance to gym is non-compliant and costs approximately \$5,000 to bring up to code. Smith noted that the sidewalk which had cracks had been fixed. Both Herrmann and Turnbull spoke on the gym entrance and asked for Smith to bring a report back to the board regarding this issue for the next meeting.
 - * Smith remarked that a big part of the cut in the budget was for the hiring of two full-time maintenance positions, since we are not sure when Legacy Park will be completed. The current budget always allows for seasonal workers, but they are hard to find.
 - * Removed from the budget were funds for the audio/video system for NCC that needs to be replaced.
 - * Elimination of audits would reduce costs by \$16,000 if the township could incorporate our department into their auditing process.
 - * Moroski-Browne mentioned how on p.201 of the budget there were two columns with identical amounts. Smith addressed how he was not able to add increases in the budget from additional revenue that came in from a Cricket contract as well as a couple of camp programs that brought in additional funds.
 - * Mutchler remarked that with much transition within this department, the Interim Director worked well with what she had. This budget is an anomaly, going forward, we will have a more precise budget that will be easier to understand.

Motion by Moroski-Browne, support by Frush, to approve 2024 Parks and Recreation Department Budget Amendment #1 as submitted.

Motion passed by voice vote

11. Any other business or public comment for the Parks & Recreation Commission

- Turnbull commented on what an outstanding celebration of MLK the community center put on. There were 157 people in attendance. The recent renovations at NCC were well received.
- Ford Field has 1.6 million dollars to work with on the fencing, vistas, wires, and other activities for development this summer. This would complete Phase I of the project.
- Phase II at Ford Field will be to work on bathrooms, renovations of the park area including the kid's play area. Both these phases combined should help in making this park much more visible to the public. This will take place spring/summer.
- Turnbull spoke on Northville Downs and their last race is scheduled for February 3, with their closure date being February 15. By the end of March, the building should be coming down. This is a \$350,000,000 project.

- River Park on Park St. is anticipated to be completed by the end of the year. This is a \$14,000,000 project on 14 acres of park. This will be part of parks & recreation in about two years.
- Mutchler brought up that there will be a round-a-bout coming to the 7 Mile and Sheldon Road area in the spring of 2025. Possibly one at Hines Park and 7 Mile too.
- Herrmann spoke on the commission and parks & recreation coming together on benefiting students and the tax payers with a more feasible cost for activities. Covering the cost and charging just a little more to the participants. She spoke on possibly using other facilities, such as the Township building, as it is has great rooms.
- Mutchler commented that the new staff at parks & recreation will have opportunities in the future to look into other options.

12. Adjournment:

Motion by Herrmann, support by Frush, to adjourn the meeting at 6:01 pm.

Motion passed unanimously by voice vote.

Action Item: Smith to give report on ADA compliant NCC gym entrance at next meeting.

Next Meeting – March 27, 2024

NORTHVILLE PARKS & RECREATION COMMISSION

March 27, 2024

DEPARTMENT REPORTS

Director Derek Smith

Unity Skatepark – Grand Opening May 4th @ 12pm!

The Unity Skatepark is drawing towards its completion. Spohn Ranch returned to Northville in March and completed the drain work in the center of the pump track. NP&R Park Division has already leveled and graded topsoil in preparation for hydro seeding, and the entrance contractor took advantage of the early spring weather and was able to pour several sections of concrete. It's a full court press to have the amenity open for the May 4th / 12pm Grand Opening. Through negotiations, NP&R secured an extended warranty on the entire park for 2 years, allowing the amenity to go through two more frost cycles holding Spohn Ranch accountable for any repairs.



Legacy Park Update

Legacy Park Phase I Trail Construction will be starting this spring. NP&R and Rock Solid LLC have been working on widening Wayne Road for parking near the trail head entrance.

Legacy Park Committee / Master Plan – held its first meeting with Spalding DeDecker and is starting to plan dates for public input sessions.

Registration Software

Across the state, parks & recreation departments are moving away from the dissolved RecPro Software system. NP&R vetted 4 different companies in our search to replace the Michigan-based RecPro Software. The field has been narrowed down to one company, Kaizen Labs. For years recreation software systems have been built leaving the consumer responsible for adaptations. With Kaizen Labs, the new software system will be built around the department's service model.

Updated Policies

- Code of Conduct – Completed (DBH)
- General Refund Policy – Completed
- Incident/Accident Report – Completed
- Inclement Weather Policy – Completed
- Resident/Non-Resident Policy – Completed / On Next P & R Commission Packet
- Program Planning – budgets, marketing, analysis, picture pages - Ongoing

Strategic Planning

All City Council, Board of Trustee, Senior Commission and Park Commission Members should have received an email regarding SWOT analysis information. NP&R is looking forward to receiving your information as we continue to draft the department's first strategic plan since 2004.

Master Plan Approved

After receiving edit recommendations from the DNR Grant Division, the 2024-2027 Northville Community parks & Recreation Master Plan has been approved by the State of Michigan, and both municipalities are qualified to apply for grants through the Trust Fund.

Wayne County Millage Funds

Letters of recommendation for the 2024 Wayne County Millage Allocations were submitted for both the City and the Township. Wayne County has sent the Agreements for the 2024 allocations and should be on City Council and Township Board meeting agendas for April.

Recreation Specialist

NP&R has narrowed its applicants for the new full-time Recreation Specialist position and round one interviews are scheduled for the end of March.

Parking Lot Pickleball

Assistant Director Morris and Recreation Superintendent Renwick met with Northville public School officials to discuss using the Hillside parking lot this summer for Parking Lot Pickleball. Understanding that there is a service gap in not having a dedicated pickleball complex yet, NP&R thought outside the box and will be bringing the pickleball action to Hillside for the summer!

Assistant Director Greg Morris

Since becoming Assistant Director in September, I have aimed to foster a positive culture within Northville Parks and Recreation, working alongside Director Smith. Our focus on promoting collaboration and unity has been instrumental in our department's successes, contributing to a dynamic and thriving team environment.



Our department's achievements in this short period are noteworthy, enhancing our service delivery and community engagement. Notably, our attendance at the mParks conference in Kalamazoo from February 27 to March 1 exemplifies our commitment to professional development and community representation.

Seven dedicated team members attended the conference, immersing themselves in a learning environment that led to new ideas and discussions about innovative practices in parks and recreation. Their active participation and the knowledge they gained demonstrate our department's commitment to excellence and innovation. Our Recreation Superintendent Bridget Renwick even presented a session on resume building, which received positive feedback. Observing the team coming together and a sustained enthusiasm during and after the conference has been inspiring and is indicative of the positive culture we are working so hard to create.

A significant highlight was witnessing Township Supervisor Mark Abbo receive the Local Officials Award. This accolade reflects the dedication and hard work our team invests in serving the community and underscores the respect and recognition we command in the parks and recreation sector. The amount of people that came up to me and expressed how they were so impressed with Mark's speech were many and it reinforced how Northville Parks and Recreation is on the rise.



The conference was a crucial step in our journey towards enhancing team dynamics, organizational culture, and professional standards. It served as an excellent platform for our team to showcase their professionalism, collaborate on new ideas, and represent Northville proudly. This experience has not only strengthened our team's capabilities but also enhanced our reputation and set a precedent for future initiatives.



Our achievements at the mParks conference and other departmental milestones reflect the promising direction of Northville Parks and Recreation. With our team's growing expertise, reinforced policies, and deep-rooted community dedication, we are on track for significant achievements in 2024 and beyond. The foundation we've established promises a year filled with exciting opportunities and continued success, benefiting our entire community.

Recreation Superintendent Bridget Renwick

Aiming for Excellence

On March 16, Archers in grades 5-12 who have completed an archery class through Northville Parks and Recreation were recently invited to the annual Northville Winter Invitational Archery Tournament at the Recreation Center at Hillside. Grouped by age and gender divisions and bow classifications, this was a great way to prepare for the upcoming Michigan High School



Archery Association Tournament in May where students will compete against other archers from across the entire state. In addition to our regular classes, these tournaments are a great way to showcase the outstanding achievements of Northville Archery program and our top-tier instructors. Earlier in the month, four of these archers represented the Mustangs Archery Club at the USA Archery Indoor National Tournament. According to Coach Orson Wang, "this event included professional archers and resident athletes, who train to compete at the international level, making for an extremely exciting and competitive event. This shows the incredible inclusivity of archery, where amateurs and professionals compete as peers. This is an opportunity not available to amateurs in other sports." As we move into the warmer months, we are excited to bring back outdoor archery for a second year at Maybury State Park, allowing the program to expand to an Olympic level of training, unmatched by surrounding recreation programs.



Dance, Dance, Dance the Night Away!

On March 16, the Northville Community Center was packed with 80 couples dancing the night away at one of our signature events, the Daddy-Daughter Dance. Under the twinkling lights, these gorgeous ladies and their well-dressed fathers enjoyed a delicious meal catered by Genitti's Hole-in-the-Wall, a flashy photo booth, face painting, and a hand-crafted playlist by our favorite DJ. This event reached its maximum capacity well before the registration deadline and had a waitlist ready to hold almost another full event. Phones were ringing off the hook with requests even up through the day of the party, hoping to get their spot on the red carpet. Due to this enthusiasm, our team is already working on ideas for next year on how to expand the dance to make it even more memorable for years to come.



Park Life: Planning for the Future

For only the second time in Northville Parks & Recreation's history, our team just completed a six-month program schedule, published in our new-and-improved activity guide, with the new title speaking to what we aim to promote, the "Park Life." Previously operating on a quarterly calendar, this expanded timeline has proven to increase customer service options, allowing patrons to book facility rentals further in advance and plan out programs for their families. Albeit a logistical challenge, this is a true collaborative team effort across all three divisions to ensure classes, events, and rentals all flow seamlessly. Many new programs were introduced with this edition as well, such as Camp Crowside, our new summer day camp to be licensed through the State of Michigan, and "50 North" senior programming, including Nature Walkers, travel opportunities, and engaging events. We look forward to future editions that will feature not only program registration listings, but articles and resources, making it a true community resource worthy of a space on the coffee table.



Park Superintendent Nathan Riley

Northville Community Center Updates-Completed

In December & January, the Community Center received a number of facility upgrades that included new paint and new flooring throughout the living, banquet and meeting rooms. To complete the project, new living room furniture arrived in late February and the re-upholstery of the existing Amish furniture chairs in the living room was completed in March. This caps off the first capital improvements to the facility since the original project was completed in 2003.



Turf Tank Robot-In progress

After a lot of research, conversations with other municipalities and attending multiple demos, in March, we signed a contract for a lease of a Turf Tank GPS robot that will streamline how we install and reline soccer and other athletic fields. What before, would take four maintenance employees, string line, tape measures, and three weeks to install all of our soccer fields can now be done in 25 minutes per field with one maintenance employee. The Turf tank will help free up additional personnel to work on other important tasks within our park system and the efficiency of the robot will save us on paint usage as well. Plus, the lining will be perfect!!!



A Look Ahead- Upcoming Projects in 2024

- Grand Opening of Unity Skatepark-Millennium Park (May 4th)
- Phase 1 of trail construction at Legacy Park (Rock Solid-Summer/Fall)
- Crack fill & membrane Fish Hatchery Tennis Courts (Goddard Coatings-Summer/Fall)
- Completion of the Legacy Park Master Plan (LAP)

Senior Services Supervisor Debbie Giulianelli-Smith

Northville Senior Services has been bustling with activity! Our informative seminars offer continued learning on topics such as navigating healthcare and Medicare, strategies to prevent the mistreatment of seniors, and downsizing your home. Every other week, Friday Flicks bring excitement with a variety of movie genres, including action, drama, and comedy, to Northville Community Center!



The new NCC Lunch Crew has been a hit, bringing together food and friends for enjoyable gatherings and a little Karaoke afterwards. AARP Tax Aide is wrapping up their free tax preparation, having assisted over 350 older adults.

Our new Fifty North Travel Club boasts 26 enthusiastic members, eager to create timeless memories and lasting friendships through travel adventures. Additionally, we have plenty of card games played during the week, including Pinochle, Bridge, and Euchre, providing ample opportunities for friendly competition.

Exciting times lie ahead as we gear up for spring and summer activities. Join us for fun-filled days and memorable moments at Northville Senior Services.

Valentine's Day Luncheon, February 14, 2024 – Spending the day with friends is a wonderful way to start Valentine's Day.



Luck O' the Irish, St. Patrick's Day Luncheon March 6, 2024 – We had a fun getting into the spirit of St. Patrick's Day.



AARP Tax Aide January – April 2024 – This free service from AARP provides our older residents tax preparation assistance that is invaluable.



Coffee with a Cop at NCC is always fun with Officer Andy & Max!



NORTHVILLE PARKS & RECREATION COMMISSION
Request for Action

Meeting Date:	March 27, 2024
Agenda Item:	Approve – 2024/2025 Facility Rental Agreement with Northville Baseball/Softball Association
Support & Background Information:	Northville Parks & Recreation Department representatives met with board members from the Northville Baseball/Softball Association (NBSA) to discuss the terms of the annually renewed contract. NP&R discussed the partnership as not being financially stable for the department. NBSA appreciates the support NP&R has given their association over time and agreed to a 5% increase in payments for both 2024 and 2025. The adjustments in maintenance costs for the 2024 and 2025 seasons reflect a 5% increase each year, respectively, from the previous rates. These adjustments are necessary to align the services provided with the current economic conditions and to ensure the continued quality and availability of the facilities for NBSA activities.
Budget Impact:	5% Increase in revenues totaling \$56,607 in 2024, and \$59,437 in 2025.
Suggested Motion:	MOVE to APPROVE the 2024 Northville Parks & Recreation Facility Rental Agreement with Northville Baseball/Softball Association and DIRECT the Northville Parks & Recreation Director to sign the 2024/2025 Agreement.

Comments/Questions:

Follow-up:	M/S	COMMISSION MEMBER	YES	NO
		Abbo		
		Frush		
		Herrmann		
		Mazurek		
		Morowski-Browne		
		Turnbull		

2024-2025 FACILITY RENTAL AGREEMENT
NORTHVILLE BASEBALL/SOFTBALL ASSOCIATION

This Agreement is made effective as of the 11th day of March, 2024 by and between NORTHVILLE BASEBALL/SOFTBALL ASSOCIATION (NBSA), and the NORTHVILLE PARKS AND RECREATION DEPARTMENT (NPR).

WHEREAS, NBSA is a Michigan non-profit organization organized to promote youth sports activities through the operation of its youth baseball and softball program; and

WHEREAS, the NPR is the administrator of certain public park amenities known as the “Marv Gans Community Park”, “Fish Hatchery Park”, “Ford Field”, Henningsen Park”, “Millennium Park” and hereafter referred to as the “Facilities and/or Fields”; and

WHEREAS, NBSA and NPR desire to enter this agreement with regard to use of the Marv Gans Community Park fields 5, 6**, 7; Millennium Park fields 4, 5, 6, 7; Ford Field Park field 1; Fish Hatchery Park fields 1, 2; and Henningsen Park fields 1, 2 by NBSA. **(MGCP field #6 requires prior approval from NPR for weekend (Sa/Su) use.)

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows:

I. Term

- A. This Agreement shall be for a term of two (2) seasons beginning April 1, 2024, pending field conditions as determined by the Parks Superintendent, and ending October 31, 2025, subject to extension for weather delays, but in no event beyond November 15, each year (the “Contract Term”). It is understood that league schedules dictate the beginning and ending of seasons.
- B. This agreement may be renewed at the option (but not the obligation) of the parties for additional like contract terms, conditioned upon the following: If not in violation of any obligation hereunder, NBSA shall be given the option to renew this agreement upon such terms and conditions mutually approved by NPR and NBSA no later than January 15, 2026.
- C. If either party should desire to cancel this agreement, it shall do so by giving written notice to the other party prior to April 1st of the year for which the cancellation is requested. This contract is deemed cancelled if not renewed in writing.
- D. That NBSA shall provide the following information to the Assistant Director of NPR by the following dates each year of the contract:
 - 1. Two weeks after NBSA season starts for the spring season (but no later than 5/1) and the fall program (but not later than 10/1) the following shall be transmitted in an electronic format by email to the Director or representative of NPR: – list of all players and parents, including, first name, last name, address, email address, and phone numbers for all players registered for each of the spring and fall seasons, respectively. In addition, the player information shall indicate the player’s residency; specifically indicating whether they

reside in Northville, City or Township, or other, with other specified. The same information for all players registering thereafter to be provided by 5/15 and 10/15, or when registered.

2. During the Contract Term provide access to the NBSA website to the Assistant Director of NPR for the following: completed registration forms, signed medical release forms, signed liability waiver forms, schedules, and information regarding coaches.

3. 3/15 – current organizational by-laws and any amendments, if changed from the prior year.

4. 3/15 – proof of insurance and indemnification including additional insurance coverage (City, Township and Parks and Recreation) with coverage for the Contract Term.

5. 3/15 – financial report of all expenditures and revenues for the previous calendar year (including a balance sheet).

6. 3/15 – annual operating budget for the current calendar year.

7. 3/15 – list of current officers and board members with addresses, phone numbers and email addresses, if changed from prior year.

8. 5/1 – provide a letter from the NBSA President on official NBSA letterhead stating that criminal history background investigations were performed and completed on all NBSA coaches and assistant coaches before being assigned to coach a team and that all assigned and assistant coaches have received approval by a national background check services company.

9. 5/15 or by IRS due date if extension is filed – a copy of form 990 filed with Internal Revenue Service for the previous calendar year. NBSA must notify NPR if extension is filed.

10. During the Contract Term, cooperate with and provide NPR, upon request, with information and reports involving any accidents, complaints, investigations and lawsuits involving NBSA, NPR or the Fields and Facilities used by NBSA.

11. NPR will only use the information provided by NBSA for NPR purposes and parent and player information will not be sold or transferred to third parties for advertising purposes. NPR will not disclose NBSA information to third parties except as required by law or court order.

In the event the above information is not furnished by the dates specified above, and after 30-day notice by NPR to NBSA, this agreement and/or any approved extension shall be automatically cancelled without further notice or penalty.

II. Use of Facilities

A. During the Contract Term (pending upon field conditions as determined by the Parks Superintendent), NBSA shall have the right to use NPR Fields (Marv Gans Community Park 5, 6**, 7; Millennium Park 4, 5, 6, 7; Ford Field Park 1, Fish Hatchery Park 1, 2; & Henningsen Park 1, & 2), as assigned by NPR, for tryouts, team practices, regular season, league playoffs, league tournament and make-up games for all NBSA approved house and travel teams. At any time the Fields are not in use by NBSA, NPR reserves the right to assign such Fields to

other associations, organizations or programs. It is understood that NPR programs, Northville Public Schools and certain community events are scheduled in advance of the release of Facilities to NBSA. NPR will provide NBSA with a list of these events by March 1 for the spring season and by June 1st for the fall season. It is understood by and between the parties hereto that those programs and events scheduled in advance of the release of the fields to NBSA shall take priority to any NBSA events. If NBSA should desire to use NPR baseball fields or non-baseball related fields such as lacrosse, soccer, etc. for non-league activities, such as tournaments, tryouts, or for special events, clinics or programs, NBSA shall make a request to NPR and to Northville Township with at least 60-day advance notice and will be subject to field availability. The expenses associated with the Early-bird tournament and Northville Derby (softball tournament) shall be charged by actual expenses and invoiced after the tournament, including an additional fee for field preps as determined by the rates under section III of this contract.

B. NBSA understands and agrees that NPR will maintain a master schedule for the Fields.

C. NBSA understands and agrees that at times weather and/or field conditions may result in NPR denying or canceling the use of Facilities/Fields on dates for which prior approval had been granted. NBSA understands that the Park Superintendent has the authority to deny or cancel use of the fields. The Park Superintendent or their designee will make all determinations on field closures. Weather related closures will be made by 2:00 p.m. on weekdays and by 6:30 a.m. on weekends. Weather will be monitored beyond the determination times if necessary. NPR will work with NBSA to reschedule and resolve weather related scheduling conflicts.

D. NPR shall at all times have the right to inspect its Facilities and Fields being used by NBSA and all NBSA sponsored activities related to the use of such Facilities and Fields.

III. Responsibilities of NBSA

A. NBSA shall reimburse NPR for per field/per game and practice for fees associated with the management, preparation, as outlined and are as follows:

1. NBSA shall pay NPR \$ 56,607 for the costs of maintaining the NPR baseball/softball fields (575 Games and 750 Practices) for the 2024 season, and \$59,437 for the 2025 season, payable as follows:
 - a. Due 4/1/24 for the period of April 1, 2024 – August 15, 2024 - \$37,927 (67%).
 - b. Due 9/1/24 for the period of August 16, 2024 – October 31, 2024 - \$18,680 (33%).
 - c. Due 4/1/2025 for period of April 1, 2025 – August 15, 2025 - \$39,823 (67%).
 - d. Due 9/1/2025 for period of August 16, 2025 – October 31, 2025 - \$19,614 (33%).
 - e. The adjustments in the maintenance costs for the 2024 and 2025 seasons reflect a 5% each year, respectively, from the previous rates. These adjustments are necessary to align the services provided with the current economic conditions and to ensure the continued quality and availability of the facilities for the NBSA's activities.

2. NBSA will pay directly for bases, pegs, home plates, and agreed upon field maintenance supplies that need to be purchased, except those items purchased for use at Marv Gans Community Park. NPR will inform NBSA prior to purchasing said equipment. Invoice to be billed at the conclusion of the Fall season.
3. NBSA shall pay NPR \$40.00 per field for the preparation (including dragging infields, chalking and lining for games, etc.) for those non NPR fields which it requests NPR to prepare for its use. These would include school fields, county fields and private fields. Invoice to be billed at the conclusion of the Fall season.
4. NBSA shall pay NPR \$25.00 per field for the preparation (including dragging infields, chalking and lining for games, etc.) for those NPR fields which it requests NPR to prepare beyond *575 games*. Invoice to be billed at the conclusion of the Fall season.
6. NBSA shall pay NPR \$10.00 per field for practice use beyond *750 practices*. Invoice to be billed at the conclusion of the Fall season.
7. Costs incurred from additional services, tournaments, or special programs fall outside the scope of this agreement and will require a separate rental agreement between the parties. This includes expenses for materials such as field conditioners and field dry, which will be invoiced according to the specific needs of the tournament. It is important to note that NBSA will also be responsible for the cost of any supplies that are not utilized if they were purchased specifically for anything outside the scope of this agreement in relation to NBSA events.
8. There should be no other charges to NBSA, other than those listed as 1-7, above.
9. During the Contract Term, NBSA may provide an appropriation from their field improvement fund to construct, improve, install, or replace capital improvements to the Fields and Facilities (“Capital Improvements “). The nature, location, construction timing, scheduling, and costs and expenses shall be mutually agreed upon by NPR and NBSA before undertaking any Capital Improvement projects. NBSA shall provide NPR with copies of bids, contracts, invoices, contractor sworn statements, construction lien waivers, evidence of payments and any other information requested by NPR involving the Capital Improvements. Upon request by NBSA, NPR will credit the cost of any approved Capital Improvements against any costs and expenses incurred by NBSA during the Contract Term under Sections III A (5) and (6). If NPR and NBSA enter into any subsequent Rental Agreement, then any unused balance incurred by NBSA under this Rental Agreement may be carried over to any subsequent Contract Term until exhausted.
10. If is recognized and understood by the parties herto that the purpose of this Agreement would be frustrated if local, state or federal regulations, laws or guidelines prohibit the use of the fields for the purposes of baseball and softball practices and games. In the event that any such regulations, laws or guidelines prohibit or substantially restrict the use of the fields for that purpose, the parties hereto agree the amount due under III A 1 shall be prorated based on the amount of field use actually conducted by NBSA, plus any incurred costs.

11. NBSA will adhere to all local, state, and federal guidelines related to health and safety for youth sports activities and events.
- B. Any improvements/projects to the Fields recommended by NPR to enhance the quality for NBSA play, which would require financial support from NBSA, will first be sent to NBSA for review and approval, prior to beginning any said project.
- C. NBSA shall furnish NPR with a complete game and practice schedule for each league season. A final schedule shall be provided as soon as possible prior to the start of each season. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Master schedules shall incorporate the blackout dates provided by NPR under Section II A before being distributed to teams.
- D. NBSA agrees to provide NPR with a minimum of 24 hours notice for all scheduled make-up games. NBSA is encouraged to build a makeup week into the regular season schedule. Field availability is based on approval of prior events and schedules.
- E. NBSA shall not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability or national origin.
- F. NBSA shall make every effort to keep the Facilities clean and to inform players and coaches to place trash in provided receptacles.
- G. NBSA shall not engage in any business at NPR Facilities or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. NPR reserves the right to exclude any individual or group from its Facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests. The NBSA hereby consents to the exercise of such authority by NPR over its members, officials, agents and members.
- H. NBSA shall have all responsibility for all coaches, participants, umpires, parents, spectators and persons attending or involved with all practices, games, tournaments, events and any activities in connection with its use of any Fields, Facilities, restrooms, parking areas, common areas and any other facilities and the exercise of its rights under this Agreement. NBSA shall conduct its activities in a safe and responsible manner and shall take all necessary actions to prevent any personal injuries, property damage, breach of the peace, or violations of applicable federal, state and local laws. NBSA acknowledges and agrees that NPR shall have no responsibility for any personal injuries, property damage, claims, liabilities, costs and expenses of any nature whatsoever arising in connection with the foregoing and any activities conducted by NBSA.
- H. NPR delegates authority to NBSA for baseball and softball program enrollment, registration and delivery of all NBSA program services. This requires that NBSA collect participants' personal information for baseball and softball programs and related activities. NBSA agrees to abide by the NPR Personal Information Protection Policy (attached). In summary, this Policy insures that family profiles and participant information are safeguarded securely, used for Official purposes only, and not distributed to any third party. NBSA will provide NPR with a list of NBSA program participants, including (1) participant name, birthdate, school and grade, if applicable, enrolled program(s), and (2) participant's family contact information, including parent or legal guardian's name, street address, city, zip code, phone number and email address. NPR will limit its use of this

NBSA-gathered personal participant and family information, overall, but may use this information periodically to confirm participant residency for program services, monitor delivery of program services, and solicit feedback on program service quality. In rare circumstances, NPR may need to contact an NBSA participant(s) in an emergency that may threaten an individual's life, health, or personal security.

- J. Recognizing the potential for changes in operational costs, NBSA and NPR agree to a review of the financial terms outlined in III.A.1 every two years. This review will assess the need for any adjustments due to economic conditions or operational changes, ensuring the agreement remains fair and sustainable. Adjustments will be made only with mutual consent and documented accordingly.

IV. Responsibilities of NPR

- A. NPR agrees to provide field preparation for *575 games*.
- B. It is understood and agreed the NPR obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If NPR is unable to fulfill its obligation due to budget restraints, it will not be obligated to NBSA for any monetary damages. Services will not be charged if not performed.
- C. An invoice will be provided by NPR to NBSA at least 30 days prior to the date due under section III A 1.
- D. NPR will provide NBSA with complimentary space in the activity catalogues twice per year for program advertisement with a minimum of ¼ page, and additional program advertisement if available as determined by the Director of NPR. This is due by February 20 of each year.
- E. NPR will provide a walkthrough of the fields with 2-3 members of the NBSA before the Spring season on the third Friday of March at the conclusion of the Fall season to address any field issues. Its important to note a representative of NPR (Assistant Director or Parks & Facilities Superintendent) should also be contacted if there are field issues during the season.

V. Assignability and Exclusivity

This Agreement is a privilege for the benefit of NBSA only and may not be assigned in whole or in part by NBSA to any other person or organization. Both parties understand that NBSA use of the Facilities is nonexclusive.

VI. Insurance and Indemnification

NBSA shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the City of Northville, Charter Township of Northville, and the Northville Parks and Recreation Department at the Facilities against claims for bodily injury, personal injury, death or damage to property to the limit of three-million dollars (\$3,000,000.00) per occurrence. The City of Northville, Charter Township of Northville and Northville Parks and Recreation shall be named as additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind.

NBSA shall indemnify and hold harmless the NPR, The City and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act of NBSA or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of NBSA as set forth in this Agreement.

NPR shall hold harmless the NBSA and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act of NPR or its agents, volunteers, or employees in the use of the Facilities arising out of obligations of NPR as set forth in this Agreement.

VII. Notices

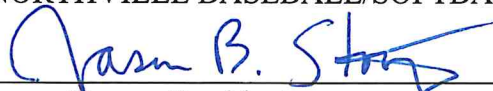
Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other shall be in writing and effected by personal delivery, registered or certified mail, postage prepaid, return receipt requested, or e-mail. Service shall be deemed effective upon personal delivery, 2 days after mailing or upon sending by e-mail without notification of non-delivery. Notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

NBSA:
Jason Stoops, President
NORTHVILLE BASEBALL/SOFTBALL
ASSOCIATION
P.O. Box 147
Northville, Michigan 48167

NPR:
Derek Smith, Director
NORTHVILLE PARKS AND RECREATION
COMMISSION
44405 Six Mile Road
Northville, Michigan 48168

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

NORTHVILLE BASEBALL/SOFTBALL ASSOCIATION



Jason Stoops, President

Date: 3/11/24

NORTHVILLE PARKS AND RECREATION COMMISSION

Derek Smith, Director

Date: _____

NORTHVILLE PARKS & RECREATION COMMISSION
Request for Action

Meeting Date:	March 27, 2024			
Agenda Item:	Approve – 2024 Facility Rental Agreement for Northville Soccer Association			
Support & Background Information:	<p>Northville Parks & Recreation Department representatives met with board members from the Northville Soccer Association (NSA) to discuss the terms of the annually renewed contract. NP&R outlined the partnership as not being financially stable for the department. NSA representatives were not prepared or interested in discussing an increase for 2024. NP&R recommended and was successful at moving all NSA operations at Millennium Park to Marv Gans Community Park for 2024. Although the move does not increase the revenue from this contract, it does eliminate over \$15,000 of annual department debt incurred by the NSA partnership. NP&R will also now be able to increase revenues by renting, programming and scheduling the additional fields at Millennium Park.</p>			
Budget Impact:	N\A			
Suggested Motion:	MOVE to APPROVE the 2024 Northville Parks & Recreation Facility Rental Agreement with the Northville Soccer Association and DIRECT the Northville Parks & Recreation Director to sign the 2024 Agreement.			
Comments/Questions:				
Follow-up:	M/S	COMMISSION MEMBER	YES	NO
		Abbo		
		Frush		
		Herrmann		
		Mazurek		
		Morowski-Browne		
		Turnbull		

**2024 FACILITY RENTAL AGREEMENT FOR
NORTHVILLE SOCCER ASSOCIATION**

This Agreement is made effective as of the 27th day of March, 2024, by and between NORTHVILLE SOCCER ASSOCIATION (NSA), and the NORTHVILLE PARKS AND RECREATION DEPARTMENT (NPR).

WHEREAS, NSA is an Michigan organization organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, the NPR is the administrator of certain public park amenities known as “Marv Gans Community Park” and hereafter referred to as the “Facilities and or Fields”; and

WHEREAS, NSA and NPR desire to enter this agreement with regard to use of the Marv Gans Community Park fields 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15. Marv Gans Community Park 12 also requires prior approval from NPR, Monday - Sunday.

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows:

I. Term

A. This Agreement shall be for a term of one (1) season beginning April 1, 2024, pending field conditions as determined by the Parks and Facilities Superintendent, and ending October 31, 2024, subject to extension for weather delays, but in no event beyond November 15 (the “Contract Term”). It is understood that league schedules dictate the beginning and ending of seasons.

B. This agreement may be renewed at the option but not the obligation of the parties for additional like terms, conditioned upon the following: If not in violation of any obligation hereunder, NSA shall be given the option to renew this agreement upon such terms and conditions mutually approved by NPR and NSA no later than January 15, 2025.

C. If either party should desire to cancel this agreement, it shall do so by giving written notice to the other party prior to April 1st of the year for which the cancellation is requested. This contract is deemed cancelled if not renewed in writing.

D. That NSA shall provide the following information to NPR by the following dates:

1. Two weeks after WSSL Recreational Season starts for the spring season (but no later than 4/1) and the fall program (but no later than 9/1) the following shall be transmitted in an electronic format by email to the Director or representative of NPR: list of all players and parents, including, first name, last name, address, email address, and phone numbers for all players registered for each of the spring and fall sessions, respectively. In addition, the player information shall indicate the player’s residency; specifically indicating whether they reside in Northville, City or Township, or other, with other specified. The same information for all players registering thereafter to be provided no later than 5/1 and 10/1, respectively, or when registered.

2. During the Contract Term provide access to the NSA website to the Director of NPR for the following: completed registration forms, signed medical release forms, signed parent consent forms, schedules, and information regarding coaches.
3. 4/29– current organizational by-laws and any amendments, if changed from the prior year.
4. 4/1 – proof of insurance and indemnification including additional insurance coverage (City, Township and Parks and Recreation) with coverage for the Contract Term.
5. 4/29 – financial report of all expenditures and revenues for the previous calendar year (including a balance sheet).
6. 4/29 – annual operating budget for current calendar year.
7. 4/29 – list of current officers and board members with addresses, phone numbers and email addresses, if changed from the prior year.
8. 4/29 – provide a letter from the NSA President on official NSA letterhead stating that criminal history background investigations were performed and completed on all NSA coaches and assistant coaches before being assigned to coach a team and that all assigned and assistant coaches have received approval by the Michigan State Youth Soccer Risk Management (Gotsoccer.com).
9. 4/29 – a copy of form 990 filed with Internal Revenue Service for the previous calendar year .
10. During the Contract Term, cooperate with and provide NPR, upon request, with information and reports involving any accidents, complaints, investigations and lawsuits involving NSA, NPR or the fields and facilities used by NSA.
11. NPR will only use the information provided by NSA for NPR purposes and parent and player information will not be sold or transferred to third parties for advertising purposes. NPR will not disclose NSA information to third parties except as required by law or court order.

In the event the above information is not furnished by the dates specified above, this agreement and/or any approved extension shall be automatically cancelled without further notice or penalty.

II. Use of Facilities

A. During the Contract Term (pending upon field conditions as determined by the Parks and Facilities Supervisor), NSA shall have the right to use of the NPR Fields (Community Park #1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15) as assigned by NPR, for team practices, regular season, league playoffs, league tournament and make-up games for all NSA approved house and travel teams. At any time the fields are not in use by NSA, NPR reserves the right to assign such fields to other associations, organizations or programs. It is understood that NPR programs, Northville Public Schools and certain community events are scheduled in advance of the release of Fields to NSA. NPR will provide NSA with a list of these events by March 1 for the spring season and by June 1st for the fall season. It is understood by and between the parties hereto that those programs and events scheduled in advance of the release of the fields to NSA shall take priority to any NSA events. NSA will provide NPR their spring schedule by April 1st and their fall schedule by September 1st, with weekly updates throughout each season.

If NSA should desire to use NPR soccer fields or non-soccer related fields such as lacrosse, baseball, etc. for non-league activities, such as tournaments, tryouts, or for special events, clinics or programs, NSA shall make a request to NPR with 60 day advance notice and will be subject to

Facility availability. Expenses associated with the Northville Cup Tournament shall be charged by actual expenses and invoiced after the tournament by NPR. The expenses associated with spring and fall Michigan Rush tournaments shall be charged by actual expenses, including an additional fee of \$ 2,000.00 per tournament, and invoiced after the tournament by NPR.

B. NSA understands and agrees that NPR will maintain a master schedule for the Fields.

C. NSA understands and agrees that at times weather and/or field conditions may result in NPR denying or canceling the use of Facilities/Fields on dates for which prior approval had been granted. NSA understands that the Park and Facilities Supervisor has the authority to deny or cancel use of the fields. The Park and Facilities Supervisor or their designee will make all determinations on field closures. Weather related closures will be made by 2:00 p.m. on weekdays and by 6:30 a.m. on weekends. Weather will be monitored beyond the determination times if necessary. NPR will work with NSA to reschedule and resolve any weather related scheduling conflicts.

D. NPR shall at all times have the right to inspect its facilities and fields being used by NSA and all NSA sponsored activities related to the use of such facilities and fields.

III. Field Restoration

At the conclusion of every fall soccer season, the Department of Parks and Recreation in conjunction with representatives from NSA will re-evaluate current field conditions to determine which fields are in need of restoration. There shall be no more than three (3) fields restored and rested each season. Field restoration may begin at the conclusion of the spring or fall soccer season. These fields may be closed for use until the following season, if necessary. Field restoration will include;

- 1) Seeding
- 2) Topdressing/Sand Maintenance
- 3) Aerating
- 4) Equipment Rental
- 5) Labor

NPR will cover normal field restoration costs up to \$10,000. If total annual Project Expenses exceed \$10,000 NPR will consult with NSA about additional planned expenses. If NSA agrees to proceed with the project, NSA will reimburse NPR for 85% of the additional project costs above the initial \$10,000 A detailed cost breakdown will be submitted to NSA along with the invoice for any field restoration work.

IV. Responsibilities of NSA

- A. NSA shall pay NPR the sum of \$131,520 for the 2024 season, as follows:
1. Due 4/1/24 for the period of April 1, 2024 – June 30, 2024 - \$65,760.
 2. Due 9/1/24 for the period of July 1, 2024 – October 31, 2024 - \$65,760.
 3. Due 4/1/24 – In lieu of a rate increase for 2024, NSA agrees to pay \$3,950 for repair and improvement of soccer goals and nets.
 4. Note in 2025 a minimum of a 5% increase will begin on the base price.

B. Any other NSA requests for field improvements above and beyond the field restoration project or soccer goal purchase will be handled as a “Facility Improvement Project” and will be submitted to Northville Township in writing. These improvements will be quoted separately by NPR for NSA approval for financial reimbursement, prior to any work commencing.

C. If it is recognized by the parties hereto that the purpose of this agreement would be frustrated if local, state or federal regulations, laws or guidelines prohibit the use of the fields for the purposes of soccer practices and games. In the event that any such regulations, laws or guidelines prohibit or substantially restrict the use of the fields for that purpose, the parties hereto agree the amount due under IV. A. shall be prorated based on the amount of field use actually conducted by NSA, plus any incurred costs.

D. NSA will adhere to all local, state, and federal guidelines related to health and safety for youth sports activities and events.

E. NSA shall furnish NPR with a complete game and practice schedule for each league season. A final schedule shall be provided as soon as possible prior to start of each season. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Master schedules shall incorporate the blackout dates provided by NPR under Section IIA before being distributed to teams.

F. NSA agrees to provide NPR with a minimum of 48 hours’ notice for all scheduled make-up games. Field availability is based on approval of prior events and schedules.

G. NSA shall not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability or national origin.

H. NSA shall make every effort to keep Facilities clean and to inform players and coaches to place trash in provided receptacles.

I. NSA shall not engage in any business at NPR facilities or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. NPR reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests. The NSA hereby consents to the exercise of such authority by NPR over its members, officials, agents and members.

J. NSA shall have all responsibility for all coaches, participants, referees, parents, spectators and persons attending or involved with all practices, games, tournaments, events and any activities in connection with its use of any Fields, Facilities, restrooms, parking areas, common areas and any other facilities and the exercise of its rights under this Agreement. NSA shall conduct its activities in a safe and responsible manner and shall take all necessary actions to prevent any personal injuries, property damage, breach of the peace, or violations of applicable federal, state and local laws. NSA acknowledges and agrees that NPR shall have no responsibility for any personal injuries, property damage, claims, liabilities, costs and expenses of any nature whatsoever arising in connection with the foregoing and any activities conducted by NSA.

K. NPR delegates authority to NSA for soccer program enrollment, registration and delivery of all NSA program services. This requires that NSA collect participants' personal information for soccer programs and related activities. NSA agrees to abide by the NPR Personal Information Protection Policy (attached). In summary, this Policy insures that family profiles and participant information are safeguarded securely, used for Official purposes only, and not distributed to any third party. NSA will provide NPR with a list of NSA program participants, including (1) participant name, birthdate, school and grade, if applicable, enrolled program(s), and (2) participant's family contact information, including parent or legal guardian's name, street address, city, zip code, phone number and email address. NPR will limit use of this NSA-gathered personal participant and family information, overall, but may use this information periodically to confirm participant residency for program services, monitor delivery of program services, and solicit feedback on program service quality. In rare circumstances, NPR may need to contact an NSA participant(s) in an emergency that may threaten an individual's life, health, or personal security.

V. Responsibilities of NPR

A. NPR agrees to accept the responsibility for the Facility Maintenance as "Parks and Recreation Department Responsibilities", as follows: mowing of fields once weekly; fertilize fields four times annually; apply weed control twice annually and at appropriate times determined by the Director to minimize the impact upon use of the fields; provide parking lot maintenance annually; aerate fields twice annually; slit seed fields once every two years; top dress fields once every two years; provide park supervision when NSA activity has been scheduled; provide trash removal when placed in department trash receptacles; update the recorded weather hotline daily; provide park scheduling services; irrigate fields three times a week; operation and maintenance of field lighting systems (including repair and replacement of poles, lights, wiring, fuses, transformers and other related equipment); maintain restrooms, storage buildings (including supplies and repair and replacement of roofs, doors and windows); inspect and anchor goals at the start of each season and weekly thereafter; operate and repair irrigation systems; provide outdoor storage of soccer goals; maintain and repair field drainage systems; maintain and repair fences, bleachers and gates to a safe and secure condition. Place systems on fields to allow for quick relining of fields in case field lines become unreadable.

B. It is understood and agreed that NPR obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If NPR is unable to fulfill its obligation due to budget restraints, it will not be obligated to NSA for any monetary damages. Services will not be charged if not performed.

C. An invoice will be provided to NSA at least 30 days prior to the date due under Section IV A.

D. NPR will provide NSA with complimentary space in the activity catalogues twice per year for program advertisement with a minimum of ¼ page and additional program advertisement if available as determined by the Assistant Director of NPR.

E. NPR will provide NSA with a breakdown of the costs used to calculate the payment required under Section IV. A for review and information.

VI. Assignability and Exclusivity

This Agreement is a privilege for the benefit of NSA activities only and may not be assigned in whole or in part by NSA to any other person or organization. Both parties understand that NSA use of the Facilities/Fields is nonexclusive.

VII. Insurance and Indemnification

NSA shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the City of Northville, Charter Township of Northville, and the Northville Parks and Recreation Department at the Facilities against claims for bodily injury, personal injury, death or damage to property to the limit of three-million dollars (\$3,000,000.00) per occurrence. The City of Northville, Charter Township of Northville and Northville Parks and Recreation shall be named as additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind.

NSA shall indemnify, defend, and hold harmless NPR, the City of Northville, and the Charter Township of Northville, and all of its officers, agents and employees from and against any and all suits, actions, demands, or claims of any character, type, or description, including all expenses of litigation, judgments, awards, settlements, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act, failure to act, and/or negligence of NSA or its agents, volunteers, or employees in the use of the Facilities and/or arising out of obligations of NSA as set forth in this Agreement.

NPR shall hold harmless the NSA and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the negligence of NPR or its agents, volunteers, arising out of obligations of NPR as set forth in this Agreement.

Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other shall be in writing and effected by personal delivery, by registered or certified mail, postage prepaid, return receipt requested, or e-mail. Service shall be deemed effective upon personal delivery, 2 days after mailing or upon sending by e-mail without notification of non-delivery. Notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

NSA:

Steve McGuirk, President

Steve@mcguirk.us

NORTHVILLE SOCCER ASSOCIATION

P.O Box 34

Northville, Michigan 48167

NPR:

Derek Smith, Director

dsmith@twp.northville.mi.us

NORTHVILLE PARKS AND

RECREATION COMMISSION

44405 Six Mile Road

Northville, Michigan 48168

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

NORTHVILLE SOCCER ASSOCIATION

* 

Steve McGuirk, President

Date: 3/18/2024

NORTHVILLE PARKS AND RECREATION COMMISSION

Derek Smith, Director

Date: _____

* Concerned with electric share of costing.