

## Greenwood Cemetery Steps Project Agreement

THIS GREENWOOD CEMETERY STEPS PROJECT AGREEMENT (this “Agreement”) is made on \_\_\_\_\_, 2015, by and between the City of Muscatine, Iowa, a municipal corporation (the “City”), and Muscatine Area Heritage Association, Inc., d/b/a Friends of Greenwood Cemetery, an Iowa non-profit corporation (“F.G.C.”).

The City and F.G.C. hereby agree as follows:

1. Project. This Agreement provides guidelines for the Greenwood Cemetery Step Project.
2. Project Plan. F.G.C. shall provide to the City a Project concept plan endorsed by a professional engineer with a cost estimate that is supported by current engineering, design and code standards (the “Project Plan”). The Project Plan shall include an approved system for closing the steps when the steps are in disrepair and/or become dangerous (i.e., snow, ice, fallen trees, after dark and during the winter). The Project will require a Site Plan signed by a professional engineer and will be analyzed as part of the City Site Plan Review process.
3. Project Phases. A phased project approach (each, a “Project Phase”) will be allowed as long as the initial phase addresses all safety concerns of the Project, including but not limited to, handrails, step deterioration and water drainage crossing the steps. The City shall give prior written approval for the specifications for each Project Phase. Funding and in kind services must be in place and in writing to the City prior to the start of any Project Phase. The City will inspect each Project Phase or component during and prior to acceptance of the Project.
4. Licenses. F.G.C. agrees to obtain, at its sole expense, all necessary licenses, permits, and certificates, as required by federal law, state law, or local ordinance, in connection with this Agreement.
5. Indemnification. To the fullest extent permitted by law, F.G.C. agrees to indemnify and hold harmless the City, its elected and appointed officials, board, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, board, employees and volunteers and others working on behalf of the City, including by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, which arise out of the negligence of F.G.C., its elected and appointed officials, employees and volunteers and others working on behalf of F.G.C. arising from or with respect to its fulfilling its obligations under this Agreement. This indemnification requirement shall survive the termination or expiration of this Agreement.

6. Maintenance Endowment. A maintenance endowment, funded by F.G.C, shall be established prior to the start of the Project. The maintenance endowment shall fund the maintenance of including, but not limited to, future capital repairs and daily operational maintenance expenses.
7. Insurance and Maintenance Bond. Prior to the start of the Project, F.G.C. shall file a certificate of insurance with the City, which certificate shall name the City as additional insured. F.G.C. shall purchase liability insurance in the amount of at least one million (\$1,000,000.00) per occurrence and two million (\$2,000,000.00) aggregate for bodily injury and property damage claims. F.G.C. shall provide the City a fifteen (15) day written notice of cancellation of the insurance. F.G.C. shall cause the contractor to furnish a maintenance bond, which maintenance bond shall be subject to the City's written approval.
8. Completion Date. The Project shall be completed by \_\_\_\_\_ or the City will remove the remaining steps.
9. Applicable Laws. F.G.C. agrees to observe all laws of the State of Iowa, all ordinances of the City of Muscatine, Iowa and all federal laws applicable to the Project, including, but not limited to, compliance with the Americans with Disabilities Act.
10. Assignment. F.G.C. shall not assign this Agreement without prior written consent of the City.
11. Improvements. F.G.C. may not make permanent improvements to the Project area (as determined in the site plan review process) without written consent from the City. Such improvements shall become the property of the City without compensation to F.G.C.
12. F.G.C. Entity Documentation. F.G.C. shall provide to the City (and update as needed) the F.G.C. bylaws and organizational structure. F.G.C. shall appoint a contact person for communications with the City.
13. Volunteers and Contractors. F.G.C. shall provide the City a list of volunteers and contractors working on and/or donating to the Project.
14. Termination. The City may terminate this Agreement by providing written notice if F.G.C. does not perform the terms and conditions of this Agreement.
15. Additional Requirements. In the event of site deterioration, local or state changes in regulations or if the Project parameters change, the parties agree to use reasonable efforts to enter into an amendment to this Agreement setting forth any modifications to this Agreement.
16. No Discrimination. F.G.C. shall not do any of the following:

- a. Discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.
- b. Discriminate against any individual in the terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.
- c. Discriminate against any individual in the performance of any obligation or the extension of services under this agreement because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

DATED AND EXECUTED AT MUSCATINE, IOWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

**CITY:**

CITY OF MUSCATINE, IOWA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**F.G.C.:**

MUSCATINE AREA HERITAGE ASSOCIATION, INC.  
D/B/A FRIENDS OF GREENWOOD CEMETERY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_