



Protecting the river since 1965

1100 N. Main Street Suite 210
Ann Arbor, MI 48104
(734) 769-5123
www.hrwc.org

June 4, 2013

Craig Hupy
Public Services Area Administrator
City of Ann Arbor
301 E. Huron St
Ann Arbor, MI 48104

RE: 2013-18 Contracts for the Middle Huron Partnership and Stormwater Advisory Group

Dear Mr. Hupy:

For the past seventeen years, the Huron River Watershed Council (HRWC) has provided support to partner municipalities and agencies through the Middle Huron Partnership to address stormwater and other pollution sources to the Huron River system. The Middle Huron Partnership has been the forum for watershed partners to work together to successfully meet state and federal requirements to reduce pollution in the middle Huron River and its tributaries. For most of this time, the effort has been funded by the partners themselves who see the value in working collaboratively and demonstrate their commitment to the goals of the Partnership through financial support.

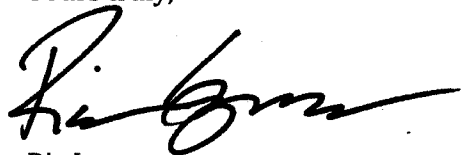
In 2009, some of these partners came together to additionally form the Stormwater Advisory Group (SAG) to comply with requirements under the Stormwater Permits (Phase I and II) issued by the Michigan Department of Environmental Quality (DEQ). HRWC is now providing services for both efforts. These services include preparation of group deliverable products, development and implementation of monitoring and education programs, and group representation in discussions with the DEQ. A six-year work plan (see enclosed) covering the calendar years 2013 through 2018 (the Stormwater Permit cycle) was developed and reviewed by partner representatives. Ongoing support from the partners is essential if we are to continue pollution reduction efforts to the Huron River and its tributaries, such as Mill, Boyden, Honey, Malletts, Allens, Traver, Fleming, Swift and Miller creeks.

In order to fulfill these services, I am requesting the financial support of the City in the amount of \$33,744 annually for services to be performed over the six-year period. Other partner organizations also are being asked to contribute to the initiative (see enclosed budget allocation). Included you will find a contract to support these services and an invoice for your organization's 2013 allocation. The invoice may be for a proportional quarterly or other amount (indicated on the invoice), if that was requested by your representative.

Please review and sign both copies of the enclosed service agreement and return one copy to me (the other is for your records). We would appreciate prompt payment on the invoice so that we may continue to provide services without delay.

If you have any questions or concerns, please contact me directly or your designated representative. Thank you for your past support, as well as your efforts to improve Huron River water quality.

Yours truly,

A handwritten signature in black ink, appearing to read 'Ric Lawson', with a stylized, flowing script.

Ric Lawson
Middle Huron Program and SAG Coordinator
rlawson@hrwc.org
734.769.5123 ext. 609

enclosures

Copy: Ms. Jennifer Lawson, Water Quality Manager

PROFESSIONAL SERVICE CONTRACT
Project: Middle Huron Watershed Initiative

The Council will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Council agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Council, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE X – ASSIGNS AND SUCCESSORS

This contract is binding on the City and Council, their successors and assigns. Neither the City nor the Council will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any City funds not disbursed at that time will be returned by the Council to the City.

ARTICLE XII – EQUAL ACCESS

The Council shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

ARTICLE XIV – PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

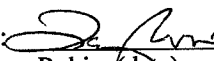
ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the City and the Council will be incorporated into this contract by written amendments signed by both parties.

City of Ann Arbor

HURON RIVER WATERSHED COUNCIL

By: _____
Craig Hupy (date)
Public Services Area Administrator

By:  June 4, 2013
Laura Rubin, (date)
Executive Director

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Partnership and Stormwater Advisory Group

Agreement is made this thirtieth of May, 2013 by the City of Ann Arbor (City), 301 E. Huron St, Ann Arbor, MI 48104, and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Partnership and Stormwater Advisory Group Work Plan).

ARTICLE II – COMPENSATION

For services provided, the City will pay the Council \$33,744 annually for a period of six years following receipt of an annual invoice from the Council.

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - The Council is to coordinate activities with the City and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the City.

ARTICLE IV – TERM

This contract begins on January 1, 2013 and ends on December 31, 2018.

ARTICLE V – PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the City for any purposes.

ARTICLE VI – INSURANCE REQUIREMENTS

The Council will maintain at its own expense during the term of this contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Council will indemnify the City and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

The Council will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American Disabilities Act.

ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

The Council will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).