

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).

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

By: 

Craig Hupy (date)

Public Services Area Administrator

HURON RIVER WATERSHED COUNCIL

By: 

Laura Rubin, (date)

Executive Director

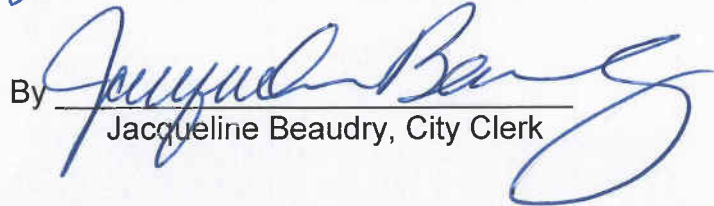
June 4, 2013

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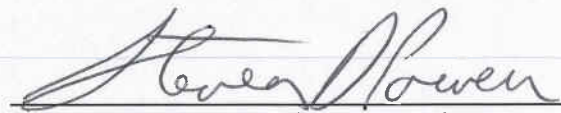


FOR THE CITY OF ANN ARBOR


By 
John Hieftje, Mayor

By 
Jacqueline Beaudry, City Clerk

Approved as to substance


Steven D. Powers, City Administrator

Approved as to Form and Content


Stephen K. Postema, City Attorney

