



6666 W. Quincy Ave.
Denver, CO 80235-3098

1199 N. Fairfax St., Ste. 900
Alexandria, VA 22314-1445

December 11, 2024

Molly Maciejewski
Water Treatment Plant Manager
919 Sunset Rd.
Ann Arbor, MI 48103
734-794-6426, ext 43328
mmaciejewski@a2gov.org

Re: Letter of Agreement for Co-Funding by the City of Ann Arbor for The Water Research Foundation Project #5344 titled, “Investigating the Effect of Operational Strategies and the Role of Microbial Biomass for Extending the Lifetime of Granular Activated Carbon.”

Dear Molly:

This Letter of Agreement (“LOA”) is entered between **The Water Research Foundation** (“WRF”) a Colorado non-profit corporation, whose principal place of business is located at 6666 W. Quincy Ave., Denver, Colorado 80235 and the City of Ann Arbor (“Co-Funder”), a Michigan municipal corporation, whose principal place of business is located at 301 E. Huron St., Ann Arbor, MI 48104, in furtherance of their common interest to support research on behalf of the water community.

Project #5344 is a co-funded research project being funded by WRF and Co-Funder. The Project has been awarded to City of Ann Arbor, the chosen awardee (hereafter “Sub-recipient”). WRF and the Sub-recipient will enter into and execute a separate contract called a Project Funding Agreement (hereafter “PFA”). The Sub-recipient will perform the tasks and activities outlined in the PFA to meet the Project objectives. Upon request, a copy of the executed PFA can be provided.

Duties. Co-Funder will provide One Hundred and Fifty-Thousand US dollars (\$150,000.00) to WRF in support of WRF’s Project #5344. Co-Funder will also provide \$15,413.00 in-kind services for this project. Funding from Co-Funder will be paid in full to WRF upon full execution of this LOA and upon invoicing Co-Funder as provided below under **Contacts**. If a purchase order number is required for payment of an invoice please provide, though the parties acknowledge that Co-Funder is not purchasing any products or services from WRF.

WRF Duties. Upon execution of this LOA, WRF will invoice Co-Funder for the funding that is to be paid in full.

Sub-recipient costs will be recognized proportionally as costs are incurred. In the event Sub-recipient's costs incurred are less than the total funding received from WRF, the funding will be returned on a proportional basis to the Co-Funder.

WRF will reasonably monitor the Project with consideration to Co-Funder's input and needs for this Project. A Project Advisory Committee (PAC) has been formed for Project #5344 that consists of independent volunteers selected by WRF and Co-funder will provide technical review, assistance, and/or expertise related to the Project. The number of volunteers to serve on the PAC will be determined by WRF. All costs and travel expenses will be paid by WRF for PAC members to participate in PAC activities for the Project. In addition, Co-Funder shall assign one staff member to be a liaison to the project. Travel and related expenses for the Co-Funder liaison will be paid by Co-Funder. WRF and the PAC will make mutually agreed management decisions regarding this Project. In the event of any disagreement, however, WRF shall have final decision-making authority regarding the Project.

Copyright. If the Project is satisfactorily completed in WRF's sole discretion, WRF may publish the results of the Project. WRF will own all U.S. and world-wide copyright in the reports created as a result of the research deliverables for the Project as defined in the PFA. WRF will provide an electronic PDF of any Final Report published to Co-Funder for placement on Co-Funder's website for internal use and for public viewing. Additional terms and conditions surrounding copyright use shall be identified in the project funding agreement.

Acknowledgement. WRF and Co-Funder will be recognized as Co-funders of the Project in the Final Report publication.

Amendments. This LOA may not be modified, amended or supplemented, including by conflicting or additional terms in any purchase order or other ancillary document issued by Co-Funder in connection with this LOA, nor may any term or provision in this LOA be waived or discharged, including this Paragraph, except in a written amendment to this LOA, signed by all parties.

Project Termination. In the event the Project is not progressing as required by the PFA, WRF may terminate that Project and, in such event, will reimburse Co-Funder for the portion of their contribution allocated to the Project which has not already been distributed or earmarked by WRF but not yet invoiced by the Sub-recipient.

Liability/Construction/Headings. In no event, shall any judgment/order against WRF and/or Co-Funder exceed the amount of funds provided by WRF (for claims against WRF) or Co-Funder (for claims against Co-Funder) relating in any manner to this LOA. Further, this LOA shall not be construed against the drafter; headings are for convenience only.

Dispute Resolution/Mediation. In the event a disagreement surrounding this LOA arises between the Parties, each agrees to submit such dispute to a mediator chosen by both parties, with each party responsible for their own costs of mediation.

Independent Contractors. The parties are independent contractors to each other. Nothing in this LOA shall be construed to create an agency, partnership, joint venture, employment, or franchise relationship between the parties. No party shall have any right or authority to assume or create any obligation, commitment or responsibility for or on behalf of the others except as the other may expressly authorize in writing.

Contacts. Co-funder contacts for this Project are:

Organization	Contact	Contribution
City of Ann Arbor	<p>Molly Maciejewski Water Treatment Plant Manager Phone: 734.974.6426, ext. 43328 Email: mmaciejewski@a2gov.org</p> <p>Jennifer Richards Assistant City Attorney Phone: 734.794.6000, ext. 41875 Email: jrichards@a2gov.org</p>	<p>\$150,000 USD co-funding</p> <p>\$15,413 USD in-kind</p>
The Water Research Foundation (WRF)	<p>H. Grace Jang, PhD Research Principal Phone: 303.347.6112 Email: hjang@waterrf.org</p> <p>Corina Santos Project Administrator Phone: 303.347.6125 Email: csantos@waterrf.org</p> <p>Justin Papka Director, Contracts Administration Phone: 303.734.3478 Email: jpapka@waterrf.org</p> <p>Olivia Painter Contracts Administrator Phone: 303.734.3424 Email: opainter@waterrf.org</p>	\$150,000 USD

This LOA may be executed on separate originals or copies and shall be valid as if all parties had executed the same document. Facsimile or electronic signatures shall be valid as written signatures.



Project 5344

IN WITNESS, WHEREOF, the parties have caused this LOA to be signed and dated as shown below.

The Water Research Foundation

City of Ann Arbor

By: Peter C. Grevatt, PhD
Title: Chief Executive Officer

By: Christopher Taylor
Title: Mayor

Date: _____

Date: _____

By: Jacqueline Beaudry
Title: City Clerk
Approved as to substance
Date: _____

By: Milton Dohoney Jr.
Title: City Administrator
Date: _____

By: Sue McCormick
Title: Interim Public Services Area Administrator
Date: _____

By: Molly Maciejewski
Title: Water Treatment Services Manager
Date: _____

By: Atleen Kaur
Title: City Attorney
Date: _____

Draft LOA Please Do Not Sign