



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: August 16, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Kurt Bovensiep, Public Works Director
William J. Huotari, City Engineer

Subject: Clinton River Watershed Council Membership Dues 2019 – 2024

History

In 2001, the City of Troy resolved to become a local government member of the Clinton River Watershed Council (CRWC) to help meet the goal of protecting stormwater quality for the Clinton River Watershed (Resolution #2001-05-265). Our current contract expires September 30, 2019, the new agreement will run through September 30, 2024.

The City of Troy receives many benefits as a member of the CRWC, including advocacy, stormwater permit compliance assistance, annual reporting to the State of Michigan, stormwater education presentations and workshops, stream leaders K-12 education program, Adopt-A-Stream citizen science and stewardship, RiverSafe/LakeSafe homeowner education, fact sheets, articles, brochures, tip cards, dog waste, watershed friendly fertilizer sticker program and assistance with meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations.

Financial

The City of Troy budgets the annual membership dues for stormwater permit compliance in Drains and Administration account 101.447.23.516.7958

Recommendation

City Staff recommends approval of the 5 year agreement for services and the payment of the CRWC annual dues each year as listed.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

AGREEMENT FOR SERVICES
Stormwater Education for MS4 Stormwater Permit

THIS AGREEMENT entered into on this day, _____, 2019 by the City of Troy, hereinafter referred to as the "Client," and the Clinton River Watershed Council, hereinafter referred to as the "Contractor".

WHEREAS, the Client desires to engage the Contractor to provide public education services relevant to stormwater and the Clinton River watershed. Services include, but are not limited to stormwater, watersheds, watershed management, water conservation and usage, stormwater pollution, and water quality. Said services will fulfill the client's National Pollution Discharge Elimination System (NPDES) Stormwater Permit requirements for its Public Education Plan (PEP).

NOW, THEREFORE, in consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

EDUCATION SERVICES

The Contractor agrees to provide Client with Stormwater Public Education Services. Said services will fulfill MS4 Permit requirements (See PEP Narrative and Appendices).

SECTION 2.0

PAYMENT FOR SERVICES

- 2.1 **Clinton River Watershed Council Membership Dues** – Clients are required to become and/or maintain a current membership of the Clinton River Watershed Council over the period of the contract and pay annual membership dues in addition to the annual contract fee. Dues will be billed separately.
- 2.2 **Scope of Services** – In conjunction with the Scope of Services set forth in the PEP Narrative and Appendix A, the Contractor shall be paid the following:

FY 2019 (Oct. 1, 2019 – Sept. 30, 2020) – A lump sum not to exceed \$ 4410
FY 2020 (Oct. 1, 2020 – Sept. 30, 2021) – A lump sum not to exceed \$ 4500
FY 2021 (Oct. 1, 2021 – Sept. 30, 2022) – A lump sum not to exceed \$ 4590
FY 2022 (Oct. 1, 2022 – Sept. 30, 2023) – A lump sum not to exceed \$ 4690
FY 2023 (Oct. 1, 2023 – Sept. 30, 2024) – A lump sum not to exceed \$ 4790

For consecutive contract years, annual fees will increase a minimum of 2% per year. In all cases the fee will be rounded up to the nearest \$10 increment.

In the event there are changes to permit requirements that impact the level of service outlined in this contract, the contractor reserves the right to adjust fees to reflect these changes.

- 2.3 **Terms of Payment** – Compensation shall be paid in advance of work performed over the term of the contract. Invoices shall be paid within thirty (30) days after receipt of invoice by the Client.

SECTION 3.0

REPRESENTATION

It is understood and agreed that the Contractor's Executive Director will represent the Contractor in all matters pertaining to this agreement. The Contractor may employ additional personnel to assist in the execution of matters pertaining to this contract.

SECTION 4.0

OWNERSHIP OF MATERIALS

All materials prepared by the Contractor under this Agreement may be used by the Client for the purpose of providing public education services to the Client’s residents. Said materials may be reproduced, distributed, and/or revised by the Client without permission from the Contractor. However, the Contractor appreciates acknowledgement for creation of original materials. The Contractor shall retain ownership of the original materials and reserves the right to reproduce, distribute, and/or revise the materials for other purposes deemed relevant by the Contractor.

SECTION 5.0

LIMITATION OF LIABILITY

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent acts, errors or omissions of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages and losses on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor is not obligated to indemnify the Client for the Client’s own negligence.

SECTION 6.0

TERMS OF AGREEMENT

The term of this Agreement shall begin October 1, 2019 and shall continue for a period of five (5) years ending September 30, 2024. Should the client choose to lengthen the agreement a written and signed notice must be sent to: Executive Director CRWC 1115 W. Avon Rd Rochester Hills MI 48309.

The Agreement may be terminated by either the Client or Contractor individually or jointly upon ninety (90) days written notice. Client notice to be sent to: Executive Director CRWC 1115 W. Avon Rd Rochester Hills MI 48309. Termination notice shall be sent via certified mail return receipt requested.

IN WITNESS WHEREOF, the Contractor and the Client execute this Agreement as of the date first set forth in this Agreement.

CLIENT

WITNESS

Name:

Name:

Title:

Title:

CONTRACTOR

WITNESS

Name: Anne Brasie

Name: Kathleen Sexton

Title: Executive Director

Title: Program Manager

ADDENDUM - SCOPE OF SERVICES
CLINTON RIVER WATERSHED COUNCIL
MS4 Permit SERVICES

Task 1. Community Consultation-The contractor will:

- A. Prepare for and attend consultations with the Client's staff relevant to public education, materials and programs, critical audiences, and available communication mechanisms. At least one staff member will serve as the Contractor's primary contact. Said individual(s) shall serve as a community liaison for public outreach and communication to promote the programming outlined below over the term of the agreement.
- B. Serve as a resource for general and specific concerns regarding public education services referenced within the terms of this contract.
- C. Continue to support Clients that are covered under the MS4 Stormwater permit by providing consultation when necessary and an annual PEP Report to the Client and a biennial report to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Task 2. Community Education-The contractor will:

- A. Provide a combination of workshop and presentations for a minimum of (12) (2 per subwatershed) throughout the watershed as requested.
 - a. Stormwater Presentations targeted at audiences within the Client's subwatershed. Topics shall include, but are not limited to, watershed stewardship, storm drainage systems and waterways, reporting of illicit discharges, animal waste disposal, common home and yard pollutants, waste disposal, lawn care and pesticide use, septic system maintenance, benefits of green infrastructure and low impact development, riparian land management, and watershed studies. Presentations for a wide variety of audiences will be used as an introduction to current issues related to stormwater pollution.
 - b. Stormwater Workshops are more specific in nature and will cover issues relevant to stormwater in depth. Workshops are designed to help residents and communities implement strategies that control stormwater pollution. Workshops will provide hands on opportunities to explore best management techniques such as how to design a rain garden or protect and enhance a riparian buffer. Target audience includes local citizens, municipal employees, elected and appointed officials and municipal contractors.
- B. Facilitate Riversafe Lakesafe Program - This program is a public education campaign to raise awareness and recognize those who incorporate practices which help to keep our freshwater resources clean and healthy. The program educates on how they can adapt their regular household tasks indoors and outdoors in a way that protects water quality in the Clinton River watershed.
- C. Facilitate Watershed Friendly Fertilizer Sticker Program- This point of sale retail program will work with local retailers to label fertilizer to encourage citizens to choose watershed friendly products.
- D. Engage k-12 students through various in-classroom presentations, and watershed programs including: Michigan Green Schools, Stream Leaders, and the Clinton River and Lake St. Clair Water Festivals. Topics to include: watershed stewardship, storm drainage systems and waterways, human impact, healthy ecosystem biological, physical and chemical traits, and water conservation
- E. Engage and collaborate with client and local government to promote and facilitate CRWC's WaterTowns™ place making initiative focused on connecting communities to their waterways through education, green stormwater infrastructure, history, art, and ecology.

Task 3. Community Stewardship-The contractor will

- A. Coordinate the Adopt-A-Stream Program
 - a. Facilitate (6) stream side training sessions each year (one per subwatershed) as well as (2) classroom-based bug identification courses. This introductory workshop will begin indoors and continue streamside to educate residents about procedures for physical stream inventory and macroinvertebrate sampling, with an emphasis on understanding and assessing the impacts of stormwater runoff on river ecosystems. In addition (2) classroom-based bug identification courses will be offered.
 - b. Assist training session participants in forming volunteer teams, identifying water quality monitoring sites within the subwatershed, coordinating monitoring days, and collecting results.
 - c. Purchase and maintain stream monitoring equipment for volunteer use.
- B. Coordinate and facilitate the Keeping it Clean Program - This program engages volunteers in various cleanup events.
 - a. Facilitate Weekly Clean 36 weeks a year
 - b. Facilitate Clinton Cleanup every September

Task 4. Quarterly Stormwater Management Forums-The contractor will:

- A. Plan, promote, and host quarterly stormwater management forums.
- B. Recruit experts in stormwater management to present.
- C. Invite the client and other watershed stakeholders to share information and discuss relevant topics, techniques, and technology in stormwater management.

Task 5. Informational Resources-The contractor will:

- A. Maintain Web site pages related to stormwater education and watershed management, while providing basic information about stormwater pollution, subwatersheds, and events of interest. A link to the Client's own Web site will be granted upon request.
- B. Assist the Client in promoting other Contractor programs, such as Stream Leaders, River Day, Clinton Cleanup, and the Client's stewardship programs in general. Emphasis at such events is centered on public education and watershed awareness.
- C. Provide the Client with content for a minimum of four (4) newsletter articles per year on seasonal topics, through monthly Stormwater Monday newsletter. Assist the Client in locating and modifying additional print education materials as needed.
- D. Distribute educational materials that will help residents understand stormwater pollution and how to implement practices that protect water quality.
- E. Distribute pet waste bags to client for use in dog parks and community events upon request.
- F. Make available for local cable channels the opportunity to film and then broadcast CRWC workshops and presentations within the local communities.

Task 6. Watershed Planning-The contractor will provide:

- A. Assistance in conceptualizing potential storm water management projects.
- B. Landscape conceptual design and consultation for green Infrastructure and storm water management projects.
- C. Site development and/or construction oversight assistance for public landscape, green infrastructure implementation and paddling access for water trails.
- D. Site plan review and comment.

Task 7. Evaluation and Reporting-The contractor will:

- A. Track and compile all information regarding PEP activities within the watershed facilitated by CRWC, and Macomb and Oakland Counties on a biannual basis.
- B. Evaluate CRWC PEP activities and citizen awareness and implementation of Best Management Practices using surveys.
- C. Submit on behalf of the Client a biennial PEP report to the Michigan Department of Environment, Great Lakes, and Energy and provide the Client with a copy of the report.
- D. Attend any audit meetings required by the Michigan Department of Environment, Great Lakes, and Energy and provide documentation to support Clients compliance with the permit requirements.