

ROUGE RIVER NATIONAL WET WEATHER DEMONSTRATION PROJECT

**GRANT AGREEMENT
BETWEEN THE COUNTY OF WAYNE AND
THE ALLIANCE OF ROUGE COMMUNITIES**

THIS AGREEMENT is entered into this 16th day of February, 2012, between the County of Wayne, Michigan, a body corporate and Charter County ("County") and the Alliance of Rouge Communities ("*Entity*").

RECITALS

WHEREAS, the County is the recipient of, and is responsible for the administration of certain federal grant funds referred to as the Rouge River National Wet Weather Demonstration Project Grant ("Grant").

WHEREAS, the United States Environmental Protection Agency ("USEPA") has established Grant conditions and regulations that require the County to act as the responsible party with respect to the Grant, including those provisions described within 40 CFR § 31.

WHEREAS, the USEPA will supervise the Grant and Grant conditions in order that the Grant be used in accordance with the requirements of the law.

WHEREAS, the parties have agreed to follow certain administrative procedures and cooperate on the various tasks to be undertaken in order for the County to comply with the Grant's requirements and objectives.

WHEREAS, the Rouge River National Wet Weather Demonstration Project ("Rouge Project") is a comprehensive watershed-wide program addressing wet weather pollution problems ranging from controlling combined sewer overflows ("CSO") to storm water runoff in the Rouge River.

WHEREAS, one of the purposes of the Grant is to enable the County and local units of government within the Rouge River Watershed to evaluate alternative approaches for controlling sources of water pollution.

WHEREAS, implementing the activities and projects for investigating and controlling CSOs and sanitary sewer overflows will further the Grant's goal to protect public health and improve water quality in the Rouge River.

WHEREAS, implementing the National Pollutant Discharge Elimination System (NPDES) Wastewater Discharge General Permit for Storm Water Discharges from Municipal Separate Storm Water Drainage Systems (MS4s) – Watershed General Permit (Permit No. MIG619000) or the NPDES Wastewater Discharge General Permit for Storm Water Discharges from MS4s –

Jurisdictional General Permit (Permit No. MIS049000) (“Storm Water General Permits”) issued by the Michigan Department of Natural Resources and Environment (“MDNRE”) for the local unit will further the Grant’s goal to improve water quality and recreational use of the Rouge River.

WHEREAS, illicit discharge elimination, public education and subwatershed management plan implementation are considered examples of the types of activities included in the Storm Water General Permits which will assist in restoring the water quality of the Rouge River.

WHEREAS, the *Alliance of Rouge Communities, 2012 Rouge Grant Funded Activities*, set forth in this Agreement would further the goals of the Grant.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties hereby agree as follows:

ARTICLE I SCOPE OF PROJECT

1.1 The County will provide a portion of the Grant to *Entity* to enable the *Entity* to do the activities described in Attachment “A.”

1.2 The budget presented in Attachment “A” along with the scope of work presented in Attachment “A” specify the performance of the work as anticipated at the time the contract is signed.

1.3 The *Entity* agrees to submit a Final Project Summary Report at the project end to assist the County in the grant close-out process. The Final Project Summary Report should generally include:

- A. A summarized clear description of the project. In addition to the project description, the report should include the following: project objectives; major elements of the project; project products completed (project products are listed in Attachment “A”); and project highlights.
- B. Comments on how the completion of this project benefited or is projected to improve the Rouge River.
- C. A written set of recommendations to other local governments and agencies that evaluates the benefits and cost effectiveness of the project. The evaluation should consider the total project cost. The recommendations should also summarize how the project was evaluated and the evaluation results of the effectiveness of the project.
- D. Comments on how the results of this project are transferable to other communities or agencies.
- E. List of all task products completed. The list should include the official name of the products.

ARTICLE II SCHEDULE OF WORK

2.1 The time frame for completion of the project milestones is contained in Attachment “A.”

**ARTICLE III
FINANCIAL PROVISIONS AND BUDGET**

3.1 The detailed budget is contained in Attachment “A” and will be considered an approximation based on the best information available at the time of this Agreement. The internal distribution of the monies allocated among project elements may be modified by the *Entity* up to a total cumulative transfer among direct cost categories not to exceed 10% of the total budget without written approval by the County. Other modifications to the budget will be only upon written Agreement between the County and the *Entity*.

3.2 The County will provide funds from the Rouge Project grant to partially fund the approved, allowed, and eligible costs for activities outlined in Attachment “A”. The total amount to be provided by the County from the grant for this project shall not exceed \$234,937.50 or 50 percent of approved eligible cost. The *Entity* shall provide a minimum match of \$234,937.50 or 50 percent of approved costs, which may be satisfied by demonstrating either cash or in-kind services from non-federal sources.

3.3 The total amount to be reimbursed by the County from grant funds to the *Entity* for the activities performed under the Entity’s responsibility shall not exceed \$193,687.50 as outlined in Table 1 in Attachment “A”. The total amount to be reimbursed by the Entity from local funds to the County for activities performed under the County’s responsibility shall not exceed \$41,250.00 as outlined in the budget table in Attachment “A”.

3.4 The County will hold the final 10 to 20 percent of the total federal funds allowable to the *Entity* until the completion of the project as identified in Attachment “A” by the *Entity*. Upon completion of all the tasks by the *Entity*, the approval of the *Entity*’s task products by the County, and the approval of the *Entity*’s submittal of the documentation of the final project cost by the County, the remaining 10 to 20 percent of the federal funds will be reimbursed to the *Entity*.

**ARTICLE IV
CONTRACT ADMINISTRATION AND PAYMENT**

4.1 This Agreement will be administered on a cost reimbursement basis. The *Entity* shall submit to the County project status reports and invoices on standard forms provided by the County.

4.2 All reports and invoices shall be submitted at least quarterly, no more than forty (40) days after each quarter end date. Reimbursements shall not be allowed without a status report submission.

4.3 Invoices must clearly identify:

- A. Total program outlays to the date of the invoice;
- B. The non-federal share of amount expended;
- C. The federal share of amount expended;
- D. The federal payments previously received;

- E. The reimbursements requested for the billing period;
- F. Project work element detail;
- G. Project direct costs and outside services;
- H. Time sheets for hourly employees and labor distribution sheets for salaried employees; and
- I. Documentation of all contractor costs.

4.4 The invoices must be certified for completeness and correctness by an appropriate **Entity** official.

4.5 All invoices will be paid by the County within thirty (30) days of receipt of funds from the USEPA.

4.6 The **Entity** will provide documentation to the County that demonstrates compliance with federal and state regulations before payments will be processed. The **Entity** will prepare all cost estimates for implementation of the planned activities, including a breakdown of eligible and ineligible cost items, with respect to grant funding. These cost estimates will be provided in a format to be established by the County.

4.7 The **Entity** will exercise the necessary contract oversight and administration of any subcontracts. These duties include, but are not limited to construction inspection and negotiating and executing change orders (where construction is to occur), monitoring project progress, responding to subcontractor or citizen complaints, coordinating between different subcontracts, and overseeing subcontractors' compliance with the approved project plans and specifications. These activities are to be done in accordance with procedures established by the Grant and by 40 CFR § 31.1, *et seq.*

4.8 All reports, invoices, and work products required under this Agreement will be transmitted to the Director of Water Quality Management Division, Department of Public Services, Wayne County, care of Mr. Razik Alsaigh, 400 Monroe Street, Suite 400, Detroit, Michigan 48226.

ARTICLE V AUDIT AND ACCESS TO RECORDS

5.1 The **Entity** will maintain and retain financial records and supporting documentation in accordance with generally accepted accounting procedures and in accordance with the requirements of federal and state regulations.

5.2 The **Entity** will cooperate with and assist the County with respect to federal or state audit review related to the use of Grant funds. This cooperation shall include preservation of the necessary documentation and access to the records until federal and/or state audit resolution processes have been completed and notification of records disposal has been received by the County. The **Entity** will cooperate with the County with respect to evaluating audit findings of this Agreement.

5.3 The *Entity* will be responsible for the reimbursement of any funds required to be returned to the USEPA due to *Entity* actions or omissions, as determined by audit findings, and hold the County harmless from any repayment therefrom.

ARTICLE VI GENERAL PROVISIONS

6.1 This Agreement is expected to be funded in part with funds from the USEPA. The *Entity* will not enter into any agreements with either the United States or any of its departments, agencies, or employees, which are or will be a party to this Agreement or any lower tier sub-agreement for monies related to this specific project. This Agreement is subject to regulations contained in 40 CFR. § 31 in effect on the date of the assistance award for this project.

6.2 The *Entity* understands that the County has no funds other than the Grant funds to pay for the project costs. All costs other than the Grant funds associated with the activities which are the subject matter of this Agreement will be the responsibility of the *Entity*.

6.3 The *Entity* will cooperate with the County to ensure timely completion of the tasks undertaken as part of the project. Cooperation includes, but is not limited to sharing information and records, participation in applicable committees, and assisting in development and evaluation of water quality improvement alternatives.

6.4 The *Entity* warrants that it will comply with the provisions of 40 CFR § 31 and, as applicable, all provisions contained in the Grant. In the event there are any conflicts between the provisions of this Agreement and the terms of the Grant, the Grant terms will prevail. The fair share goals for the Grant as identified in that letter are as follows:

3% Minority Business Enterprise (MBE) 5% Woman Business Enterprise (WBE)

6.5 The *Entity* is responsible for securing all necessary permits from regulatory agencies and is responsible for obtaining any professional services necessary for the project activities. The *Entity* will act at all times in accordance with applicable federal, state, and local regulations, and will secure any permits and negotiate the terms of agreements in accordance with those requirements.

6.6 If the *Entity* secures any interest in lands, including easements, these acquisitions will be in accordance with applicable federal law and regulations including 49 CFR § 24 and state statutes related to the taking of interests in land.

6.7 With respect to construction projects, the *Entity* is responsible for conducting post-project evaluation and certifying that any construction meets the approved design criteria. These certifications will be submitted to Wayne County and the USEPA and MDNRE, where appropriate, in accordance with the Grant requirements and applicable regulations. If the project does not meet the design criteria, the *Entity* will be responsible for taking the necessary corrective measures.

6.8 The ownership of any facilities and/or infrastructure constructed and/or improved under this

Agreement will remain with the *Entity*. The *Entity* agrees to operate and maintain the facility and/or infrastructure constructed and/or improved under this Agreement consistent with the Grant project goals and in accordance with the Grant conditions and requirements of applicable federal, state, and local ordinances, statutes and regulations.

6.9 The *Entity* warrants that it will comply with the provisions of 40 CFR § 31.32 relating to any equipment including computers and peripheral computer equipment purchased as part of this Grant assistance project.

6.10 Any amendment to this Agreement must be in writing, and signed and acknowledged by a duly authorized representative of each party.

6.11 The *Entity* warrants that it will comply with the provisions of 40 CFR § 31.36(d) relating to procurement of services as part of this Grant assistance project. For construction contracts the *Entity* shall use bid type contracts. For consulting contracts, the *Entity* shall use any of the four procurement procedures in the 40 CFR § 31. For most of the consulting contracts, the RFQ or RFP procurement procedure is the applicable one. The selection of the consultant can be based on qualification or on qualification and cost proposal. Upon consultant selection, procurement documentation must be submitted to the County. The procurement documentation should include:

- a. Rationale for method of procurement;
- b. Copy of advertisement, where it was published and for how long;
- c. Number of proposals received;
- d. Description of selection process (e.g., pre-established criteria of qualification, cost, or both); and
- e. Selection of type of contract to be used.

6.12 The *Entity* warrants that it will comply with the provisions of 40 CFR § 31.36(f) relating to contract cost or price of services as part of this Grant assistance project. Price/cost analysis must be performed by the *Entity* prior to award of any type of contract. The selected contractor must submit a cost proposal to the *Entity*, with cost identified by task. The cost proposal should consist of the following categories:

- a. Direct labor (with backup that establish this cost (hours and personnel));
- b. Overhead (backup to establish this rate);
- c. Other Direct Expenses (backup to establish this item);
- d. Subconsultant;
- e. Subconsultant Administrative Charge (if applicable);
- f. Total; and
- g. Fee (Fixed for a fixed fee contract).

The cost analysis consists of the *Entity* determining the reasonableness of the selected contractor's proposed cost (i.e., is the allowable overhead rate used, are correct pay rates used for employees, are expense charges accurate). Price analysis consists of the *Entity* comparing proposed prices received with other proposals submitted for this job, an independent estimate from the *Entity*'s experience or

cost estimate from existing master plan. Copies of price/cost analysis documentation should be submitted to the County. After completing the price/cost analysis, any type of the contracts indicated below can be executed:

- a. Cost plus fixed fee contract;
- b. Fixed price (lump sum) contract;
- c. Catalog price contracts (e.g., geotechnical investigations where the price of the tests are established in the market); or
- d. For certain contracts where the above types are not applicable, the County will allow contracts with proscribed billing rates (per diem contracts), which establishes pay rates for professional categories (e.g., Engineer I, Engineer II, Project Engineer, Field Technical Help, etc.).

These above types of contracts are applicable for the main contractor and for sub-contractors. "Cost plus a percentage of cost" and "percentage of construction cost" methods of contracting shall not be used.

ARTICLE VII WAIVER OF BREACH

7.1 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach, constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other existing or subsequent breach.

ARTICLE VIII TERMINATION

8.1 This Agreement will terminate after the final audit and final resolution of any issues related thereto as described within 40 CFR §104.1, *et seq.*

8.2 This Agreement may be terminated in whole or in part in writing by the County for its convenience. The **Entity** must be given: (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the County prior to termination.

8.3 This Agreement may be terminated in whole or in part in writing by the **Entity** for its convenience. The County must be given: (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the **Entity** prior to termination.

8.4 If termination is effected by the County or the **Entity**, an equitable adjustment in the Agreement price will be made. The equitable adjustment for any termination will provide for payment to the **Entity** for services rendered and expenses incurred prior to termination. Equitable adjustment also will include termination settlement costs reasonably incurred by the **Entity** and approved by the County, relating to personnel hired specifically for activities related to this Agreement, provided such costs are eligible and allowable under the terms of the Grant.

8.5 Upon receipt of a termination notice pursuant paragraphs 8.2 or 8.3, above, the **Entity** will: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may be accumulated by the **Entity** in performing this Agreement, whether completed or in process.

8.6 Upon termination pursuant to paragraphs 8.2 or 8.3, above, the County may take over the work and prosecute the same to completion by Agreement with another party or otherwise.

8.7 All notices of termination will be sent certified mail, postage prepaid and return receipt requested as follows:

If to the County:

Attn.: Director, Water Quality Management Division
Wayne County Department of Public Services
400 Monroe, Suite 400
Detroit Michigan 48226

If to the **Entity**:

Attn: ARC Chair
Alliance of Rouge Communities
C/O ECT, Inc.
719 Griswold Street, Suite 820
Detroit, MI 48226

ARTICLE IX LIABILITY

9.1 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the **Entity** will be the sole responsibility of the **Entity** and not the responsibility of the County. Nothing herein will be construed as a waiver of any governmental immunity by the **Entity**, its agencies, or employees have as provided by statute or modified by court decisions.

9.2 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the County will be the sole responsibility of the County and not the responsibility of the **Entity**. Nothing herein will be construed as a waiver of any governmental immunity by the County, its agencies, or employees have as provided by statute or modified by court decisions.

9.3 The provisions of Article IX shall survive the expiration or any termination of this Agreement for a period of three (3) years.

ARTICLE X INSURANCE

10.1 The **Entity** or its contractors', at its expense, must maintain during the term of this Agreement the following insurance:

- A. Professional Liability/Errors and Omissions coverage with minimum limits of One Million Dollars (\$1,000,000.00) on a claims made basis and Two Million Dollars (\$2,000,000.00) aggregate with three year tail insurance coverage.
- B. Workers' Compensation Insurance which meets Michigan statutory requirements.
- C. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate for bodily injury and property damage.
- D. Commercial Automobile Liability Insurance (including hired and non-owned vehicles) with minimum limits for bodily injury of One Million Dollars (\$1,000,000.00) per occurrence and with minimum limits for property damage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

10.2 The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations. Commercial General Liability and Commercial Automobile Liability Insurance policies must name the County as an additional named insured. The additional insured coverage shall be primary, non-contributory coverage and must not be canceled or materially changed without at least thirty (30) days prior notice from the **Entity** to the County. The **Entity** must submit certificates evidencing the insurance to County prior to commencing project services, and at least thirty (30) days prior to the expiration dates of expiring policies.

ARTICLE XI NON-DISCRIMINATION

11.1 In connection with the performance of project services under this Agreement, the **Entity** must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

F. The anti-discrimination provisions of the Wayne County Code governing “Ethics in Public Contracting.”

11.2 *Entity* must notify any contractor of the obligations relative to non-discrimination under this Agreement when soliciting the contractor. *Entity* will include the provisions of this Article in any subcontract agreement.

11.3 The *Entity* is responsible for complying with all federal and state laws and regulations regarding competitive bidding.

ARTICLE XII ASSIGNABILITY

12.1 This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns.

12.2 Neither of the parties hereto may assign this Agreement without the prior written consent of the other.

ARTICLE XIII VALIDITY

13.1 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.

ARTICLE XIV ENTIRE AGREEMENT

14.1 This document, including any attachments, contains the entire Agreement between the parties.

14.2 Neither party has made any representations except those expressly set forth herein.

14.3 No rights or remedies are, or will be acquired, by either party by implication or otherwise unless set forth herein.

ARTICLE XV PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

15.1 If this Agreement involves research, developmental, experimental, or demonstration work and any discovery or invention arises or is developed in the course of, or under this Agreement, the

Entity and the County shall retain joint authority to patent or license.

15.2 The parties agree that any plans, drawings, specifications, computer programs, technical reports, operating manuals, and other work submitted, or which are specified to be delivered under this Agreement, or which are developed or produced and paid for under this Agreement are subject to the rights of both parties and both parties shall retain an irrevocable license to reproduce, publish and use in whole or in part and to authorize others to do so.

15.3 This Agreement is funded in part by the USEPA and is therefore subject to the reporting and rights provisions of 40 CFR § 30 Subpart D including Appendix B and Appendix C.

15.4 This clause shall be included in all subcontracts.

ARTICLE XVI JURISDICTION AND GOVERNING LAW

16.1 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan.

ARTICLE XVII EFFECTIVE DATES

17.1 This Agreement becomes effective and shall allow for billing of costs incurred after January 1, 2012. This Agreement, unless extended by mutual written agreement, expires on December 31, 2012. Should the USEPA require reimbursement by the County of funds transferred to the *Entity* for costs incurred prior to this Agreement, the *Entity* shall be responsible for any such reimbursement.

17.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one Agreement.

ARTICLE XVIII PARTY REPRESENTATIVES

18.1 The County's representative for this Agreement is the Director of Water Quality Management Division, Department of Public Services, Wayne County. The *Entity* representative for this Agreement is the Chair for the Alliance of Rouge Communities. Either party may assign alternate representatives upon written notification of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date first above written.

COUNTY OF WAYNE, MICHIGAN

ALLIANCE OF ROUGE COMMUNITIES,
MICHIGAN

By: Jay Gaskelle
Its: ROBERT A. FICANO
Wayne County Executive

By: Guy L. [Signature]
Its: Chair

ATTACHMENT "A"

2012 Alliance of Rouge Communities Inter-Agency Agreement Grant Funded Scope of Services

This agreement between the County of Wayne and the Alliance of Rouge Communities (ARC, formerly known as "The Rouge River Local Management Assembly") is entered for the purpose of enabling the County to support the ARC and to provide funds from the federal grants from the Rouge River National Wet Weather Demonstration Project (Rouge Project) to the ARC to perform activities identified in its approved budget for calendar year 2012. The ARC 2012 budget activities are performed under three ARC Committees: Organization Committee, Public Involvement and Education Committee, and Technical Committee as described below. Table 1 identifies the budget allocated to each task and the anticipated responsible party for completing each task.

ORGANIZATION COMMITTEE

Work to be completed under the approved ARC 2012 budget for the Organization Committee and supported by Rouge Project grant funds under this agreement is described below.

OC1: EXECUTIVE DIRECTOR SERVICES

a. Full Alliance Meetings

The Executive Director and staff (ED staff) will provide support for three (3) full ARC meetings. Work for each meeting will be completed under the direction of the Chair and will include preparation of the agenda, distribution of the materials prior to the meetings, facilitation of the meetings (including note-taking and tallying of votes at the meeting), and preparation/distribution of meeting summaries to members and other interested parties.

b. Executive Committee Meetings

Staff support will be provided for six (6) Executive Committee meetings. Staff support for each meeting will be completed under the direction of the ARC Officers and will include preparation of the agenda, distribution of the materials prior to the meetings, facilitation of the meetings (including note-taking and documenting recommendations considered and actions taken), and meeting summary preparation and distribution.

c. Organization Committee Meetings

Staff support will be provided for two (2) Organization Committee meetings. Staff support for each meeting will be completed under the direction of the co-chairs) and will include preparation of the agenda, distribution of the materials prior to the meeting, facilitation of the meetings (including note-taking and documenting recommendations considered and actions taken), and meeting summary preparation and distribution.

d. Subwatershed Advisory Groups (SWAGs)

Staff support will be completed under the direction of each SWAG Chair. Budget is provided for one meeting of each SWAG and work includes preparation of the agenda, distribution of materials prior to the meetings, facilitation of the meetings (including note-taking and record of actions taken), and preparation/distribution of meeting summaries to members and other interested parties.

e. Technical Committee

Staff support will be provided for four (4) meetings. Work will be completed under the direction of the Technical Committee Chair and will include preparation of the agenda, distribution of the materials prior to the meetings, facilitation of the meetings (including note-taking and record of actions taken), and preparation/distribution of meeting summaries to members and other interested parties. Staff support will be provided for developing the 2013 Technical Committee budget.

f. Public Involvement and Education (PIE) Committee

Staff support will be provided for four (4) meetings. Work will be completed under the direction of the PIE Committee Chair and will include preparation of the agenda, distribution of the materials prior to the meetings, facilitation of the meetings (including note-taking and record of actions taken), and preparation/distribution of meeting summaries to members and other interested parties. Staff support will be provided for developing the 2013 PIE Committee budget.

Advocacy And Administration

a. Routine Distribution of Materials/Freedom of Information Act (FOIA) and Open Meetings Act - State Law Requirements

Information will be distributed to members of the ARC as requested by the officers of the ARC. The Executive Director and staff will respond to FOIA requests and meet the Open Meetings Act requirements consistent with the policies developed and adopted by the ARC.

b. Advocate for Rouge River Watershed and Primary Liaison

The Executive Director and staff will promote the ARC as the advocate for the Rouge River Watershed, serve as the primary spokesperson for the ARC, respond to requests for information and seek opportunities to promote ARC awareness. The Executive Director and staff will serve as the ARC primary liaison to all members, including both formal and informal interaction with government officials, legislators and staff on a regular basis.

c. Quick Books Monthly Tracking & Reporting

The Executive Director and staff will utilize QuickBooks for the financial tracking for the ARC. Monthly reports will be prepared for ARC members and officers.

d. Finance Committee

The Executive Director and staff will work with the Finance Committee to develop and administer the annual budget and work plan. The Executive Director and staff will prepare monthly financial reports. The Executive Director and staff will attend up to four (4) Finance Committee meetings, including preparation of the agenda, distribution of materials prior to the meetings, and preparation/distribution of meeting summaries to appropriate parties. Ongoing support services for the committee outside of the regular meetings will also be provided. The Executive Director and staff will coordinate the annual audit in accordance with ARC bylaws.

e. Administrative Oversight and Contractor Management

The Executive Director and staff will provide administrative oversight of the ARC day-to-day activities, staff, consultants and contractors, and external relationships with other agencies, organizations, and individuals to meet the goals of the ARC.

f. ARC Marketing and Communications Strategy

The Executive Director and staff will oversee development and implementation of the ARC marketing and communications strategy. The Executive Director and staff will work closely with ARC Officers and staff on development of press releases, interaction with the media, and design of promotional materials.

g. Annual Report

The Executive Director and staff will prepare and distribute the annual report reflecting ARC accomplishments.

PUBLIC INVOLVEMENT AND EDUCATION COMMITTEE

Work to be completed under the approved ARC 2012 budget for the Public Involvement and Education and supported by Rouge Project grant funds under this agreement is described below.

a. (PIE1) Green Infrastructure Campaign

This task continues the work begun in 2009 to educate the public about the benefits of green infrastructure. Since 2005, the ARC PIE Committee has conducted such activities as septic system maintenance workshops, green infrastructure workshops and bus tours across the watershed and sales of rain barrels to interested citizens. Additionally, a successful green infrastructure program was conducted by the PIE Committee in 2009-11 that has provided funding for 29 small green infrastructure projects across the Rouge River Watershed.

The 2012 budget for the Green Infrastructure Campaign is \$79,500. Work will include the following activities and budgets:

- *Grow Zone Program:* Total Task Budget: \$52,000

The PIE Committee will publicize and oversee a program that will provide funding for three (3) grow zones in public golf courses to dovetail with a green infrastructure workshop for municipal golf courses presented by Friends of the

Rouge. This task reflects the ARC's continuing efforts to promote green infrastructure. The PIE Committee will also conduct up to two meetings with ARC staff, communities and PIE members to develop, review and revise criteria, accept and screen applications for the municipal golf course grow zones. This task budget will allow for the following tasks: Wayne County will make site visits to successful applicants, provide trouble-shooting, assist with plant/seed delivery and sorting and ordering signage. Wayne County will also plan and conduct several volunteer workday events at existing GI sites within the Rouge River watershed. ARC staff will make site visits, design the 2012 grow zones and provide trouble-shooting assistance and grow zone plants and seeds. Additionally, ARC staff will perform administration tasks, including developing criteria, publicizing the program and accepting and ranking projects. ARC staff will also conduct an analysis and write project profiles for the 29 ARC grow zones installed from 2009-11 in the watershed. The ARC will purchase the plants needed to support this task.

Deliverables:

- ARC: Purchase of seeds/plants for Grow Zones
 - ED Staff: Ranking of grow zone applicants; Design of up to three (3) grow zones at public golf courses in the Rouge River Watershed; Analysis and project profiles for 29 existing ARC grow Zones.
 - Wayne County: Documentation of volunteer workday events at GI sites within the Rouge River Watershed; assistance with the analysis and project profiles for 29 existing ARC grow zones.
- *Workshops*: Total Task Budget: \$7,500

The PIE Committee proposes to support the presentation by Friends of the Rouge (FOTR) of the following workshops in 2012:

- *Golf Course Green Practices Workshop*: This workshop will be presented at a golf course in the Rouge River Watershed in conjunction with the Turf Grass Association at Michigan State University to educate golf course owners in the Rouge River Watershed about green infrastructure and practices. This workshop will be presented in the Fall 2012.
- *Maintenance Update Workshop for Stakeholders*: The ARC, Wayne County and Friends of the Rouge will conduct a workshop for stakeholders who installed ARC and FOTR grow zones from 2009-11 to discuss lessons learned.
- *Native Landscaping Workshop for Homeowners*: The ARC, Wayne County and Friends of the Rouge will present a follow-up workshop to the one held in 2011 about native plants. The 2012 workshop will focus on actual sites and how to design and plant a residential native garden/grow zone.

Deliverables:

- ARC: None

- ED Staff: Attendance at workshop planning meetings and support at workshops.
- Wayne County: Attendance at workshop planning meetings and workshop support.
- *Rain Barrel Education/Sales*: Total Task Budget: \$15,000

Rain Barrel Education and Sales has been one of the most effective avenues to educate people about storm water practices and the ARC. Since 2010, the ARC has sold nearly 3,000 rain barrels to watershed homeowners through events in Redford Township, Troy, Farmington Hills, Southfield, Westland and Novi. In 2010, the ARC sponsored five rain barrel sales. It is intended that the ARC will hold up to four rain barrel sales in 2012. This task will support the planning, staffing and stakeholder follow-up for those events.

Deliverables:

- ARC: Rain Barrel sale flyers; tallies of rain barrels sold per event
- *Green Schools*: Total Task Budget: \$5,000

Wayne County, on behalf of the PIE Committee, will continue to oversee the Green Schools program in Wayne County and coordinate with Oakland County. The Green Schools Program educates students about waste reduction and pollution prevention. Each new Green School will get a tree to plant to promote green infrastructure. In 2011, 100 Rouge River Watershed schools joined the Green Schools program and received trees.

Deliverables:

- Wayne County: List of Green Schools in Wayne and Oakland County; list of schools that received trees.

b. (PIE2) Public Education Materials

This task would cover the cost of purchasing 2000 tree seedlings to distribute at up to five public events; purchase of bookmarks; the purchase of magnetic clips and other public education materials and the printing of a riparian homeowner brochure with related content on the ARC website. Finally, this task will pay for ARC and Wayne County staffs to plan and prep for the events, provide printing and related graphics support for the seedling packaging and for ARC staff to coordinate distribution of materials at various events.

Deliverables:

- ARC: Printing of various public education materials and purchase of design software.
- ED Staff: A 2012 distribution list of public education materials; handout materials.
- Wayne County: A distribution list for seedling giveaways.

c. (PIE3) Website Maintenance

This task will provide for updating materials on the ARC website, and the monthly fee to the web provider.

Deliverables:

- ED Staff: Website updates

d. (PIE4) Watershed Stewardship and Reporting

Partnerships are critical for Friends of the Rouge in meeting its mission to promote restoration and stewardship of the Rouge River ecosystem. To sustain and grow these partnerships and to promote the organization, FOTR must attend local and regional meetings and events. This year, FOTR will partner with the ARC to produce three workshops: one focused on grow zone maintenance; one focused on public golf courses and one focused on green landscaping for homeowners. Additionally, FOTR will attend various community and regional events to promote stewardship of the Rouge River and to promote the ARC. Finally, the FOTR will provide the ARC a detailed report on various activities sponsored around the watershed, including the Frog and Toad Survey, Benthic Macroinvertebrate Surveys, and Rouge Rescue to assist ARC members in reporting these activities for as part of their annual reports.

Local & Regional Outreach

Volunteer Recruitment Strategy: Friends of the Rouge will host a meeting with FOTR, Wayne County and ARC staffs to develop a strategy to communicate with untapped volunteer force to encourage maintenance of ARC, FOTR and Wayne County grow zones.

Deliverable:

- FOTR: Draft Strategy

Naturalizing Rouge River Watershed Public Golf Courses Workshop (Feb or March 2012)

FOTR will sponsor a workshop with the municipal golf courses in the Rouge River to discuss Rouge Friendly practices and solicit interest in participating in the ARC grow zone program. Another purpose of this workshop will be to recruit up to three public golf courses to sponsor ARC grow zones.

Deliverables:

- FOTR: Workshop agenda; list of participants; survey

Naturalizing the Home Garden: A how-to workshop with hands-on instruction on the mechanics of planting a residential grow zone. This would be a follow-up workshop to the ARC/FOTR grow zone workshop held in April, 2011.

Deliverables:

- FOTR: Agenda; sign-in sheet; survey; example designs.

Maintenance/Follow-up Workshop (mid-June) for ARC and FOTR grow zone participants in mid-June to survey participants and discuss what has worked and what hasn't during the three year ARC grow zone program. Discuss resources and maintenance issues.

Deliverables:

- FOTR: Sign-in sheet; meeting summary

Examples of the types of community events to be attended by FOTR staff include: Detroit River Days, Cranbrook Water Festival, University of Michigan-Dearborn Water Festival, State of the Strait Conference, Earth Day Events, Stewardship Network Cluster Planning Meetings and various community events.

Deliverable:

- FOTR: List of events attended

Annual Report

Friends of the Rouge will develop and generate an annual report of the activities it conducts in 2012 that help ARC members fulfill the requirements of the storm water permit. This will include all FOTR programs (Rouge Rescue, Rouge Education Project, Benthic Monitoring, Frog and Toad Survey, River Restoration) and Local and Regional Outreach. Information will include event dates and locations; number of volunteers; residency of volunteers, etc.

Deliverable:

- FOTR: Annual report of 2012 FOTR activities.

e. (PIE5) PIE Initiatives

The overall proposed 2012 ARC budget needed to be cut by approximately \$10,000. The tasks outlined in this task represent budget reductions in certain areas in the proposed 2012 PIE budget. Assuming budget can be found in mid-late 2012, the following tasks will be completed:

- Printing (Wayne County): This budget is to pay for labels and printed materials for seedlings, and other costs necessary for the ARC public education program.
- Additional trees for new schools entering the Green Schools program (Wayne County): The 2012 PIE Budget includes \$5,000 for trees for new Green Schools. This budget will supplement the tree budget if needed.
- Design of a Riparian Homeowners Brochure (ARC ED staff): Design of the brochure and collecting related content for the ARC website.

TECHNICAL COMMITTEE

Work to be completed under the approved ARC 2012 budget for the Technical Committee and supported by Rouge Project grant funds under this agreement is described below.

a. (TC1) Rouge River Watershed Monitoring Activities

The anticipated activities for the ARC 2012 monitoring program are:

- Conduct geomorphology assessment at 7 sites, and
- Summary of the 2011 water quality monitoring effort in a mini-RREMAR report for the Technical Committee and ARC communities.

Deliverables:

- ED Staff: Water Quality Summary (Mini-RREMAR)
- Wayne County: Geomorphology Summary Report regarding channel stability at seven sites throughout the watershed.

b. (TC2) Storm Water Reporting System: Operation and Maintenance

The purpose of this initiative is to assist ARC members in the permit-required storm water reporting by focusing on efforts that can be completed on a watershed-wide basis, thereby reducing workload and costs to individual ARC members.

The 2011 effort will include the following:

- Assistance to ARC members on system use including an orientation document;
- Maintenance of the reporting system including code refining, modifications to web interface and minor content modifications as found to be necessary, and
- Administration of the reporting system including creating user names, passwords and troubleshooting any problems.

Deliverables:

- ED Staff: Online Reporting System Web-Interface (link on the ARC website); A watershed-wide report.

c. (TC3) IDEP Investigations and Training

The tasks addressed under this initiative are 1) illicit discharge elimination 2) IDEP Training. The 2011 effort will include the following:

- IDEP Field Investigation: Conduct concentrated field investigations in priority areas to further isolate problem areas, identify illicit connections, and take corrective action to remove them. ED staff will oversee and coordinate this work to ensure field efforts in each county are occurring in a manner that is most beneficial to the ARC.
- IDEP Training: Wayne County and ED staff will hold one IDEP training session for the ARC.

Deliverables:

- Wayne County: Final Report

- Oakland County: Final Report
- ED Staff and Wayne County: IDEP training session list of attendees.

d. (TC4) Compliance Initiatives

Work associated with this task will include:

- Regional Training Initiatives: ED staff will collaborate with SEMCOG and other lead agencies in southeast Michigan to develop a training session for municipal staff to help fulfill the anticipated training requirements for the new permit.
- Storm Water Permit Development: ED staff anticipates that the MDEQ will release a permit template in 2012 and the Rouge River Watershed will be included in the first round of permits. Using the existing Alternative Permit as a guide, ED staff will recommend language for the new permit once the template has been released. This includes comments on the template and development of the permit that can be adopted by the membership.
- Storm Water Program Audit Assistance: ED staff will assist ARC member with the MDEQ storm water program compliance audits. SEMCOG has offered to provide ARC members support during the audit process at no additional cost to the community. This could include conducting a pre-audit and attending the audit. However, ED staff may need to provide SEMCOG or the community with certain items in preparation for the audit. ED staff and SEMCOG will meet with MDEQ to identify audit items that the ARC and cooperating partners handle for all members. This information could then be provided to the MDEQ at the audit. This would streamline the audit (both for ARC members and the MDEQ) and relieve ARC members from certain responsibilities.

Deliverables:

- ED Staff: Regional Training materials; Meeting summaries and/or draft permit template, and List of ARC communities assisted with Phase II MDEQ audits.

e. (TC5/CMI1) Monitoring to Support E. coli TMDL Implementation

ED staff will collect water quality samples at select locations to determine stream segments that are potentially impacted by illicit connections containing sewage. Once a stream segment has been identified, ED staff will work with the local community to locate the illicit connection.

Deliverables:

- ED Staff: Spreadsheet of analytical data (a Final Report will be prepared in 2013).

WORK SCHEDULE

All tasks will be completed on a schedule directed by the ARC. All work will be completed by December 31, 2012.

BUDGET

The budget for each task under this agreement is identified in Table 1.

- Maximum Rouge Project funding = \$234,937.50
- Minimum local match provided by the ARC = \$234,937.50

As outlined in Table 1, the total amount to be reimbursed to the ARC by the Wayne County from Rouge Project grant funds for the activities performed under the ARC's responsibility shall not exceed \$193,687.50. The total amount to be reimbursed by the Entity from local funds to the County for activities performed under the County's responsibility shall not exceed \$41,250.00.

Table 1

ALLIANCE OF ROUGE COMMUNITIES, 2012 ROUGE GRANT FUNDED ACTIVITIES

Prepared from Approved 2012 ARC Budget

Item #	Description	2012 Budget	Responsibility				
			Wayne County	Oakland County	FOTR	Executive Director	ARC
OC1	Executive Director Services	\$167,471				\$167,471	
	Total 2012 Organization Committee Budget	\$167,471					
PIE1	Green Infrastructure Campaign	\$79,500	\$22,500			\$49,000	\$8,000
PIE2	Public Ed Materials	\$24,590	\$9,000			\$5,000	\$10,590
PIE3	Website Maintenance	\$7,750				\$7,750	
PIE4	Watershed Stewardship and Reporting	\$18,590			\$18,590		
PIE 5	PIE Initiatives	\$10,000	\$5,000			\$5,000	
	Total 2012 PIE Committee Budget	\$140,430					
TC1	Rouge River Watershed Monitoring Activities	22,000	\$2,000			\$20,000	
TC2	Storm Water Reporting	\$21,800				\$19,400	\$2,400
TC3	IDEP	\$87,500	\$44,000	\$40,000		\$3,500	
TC4	Compliance Initiatives	\$18,200				\$18,200	
TC5/CMI1	Monitoring to Support E.coli TMDL Implementation	\$12,474				\$12,474	
	Total 2012 Technical Committee Budget	\$161,974					
	Total ARC 2012 Budget	\$469,875	\$82,500	\$40,000	\$18,590	\$307,795	\$20,990

Table 1 ALLIANCE OF ROUGE COMMUNITIES, 2012 ROUGE GRANT FUNDED ACTIVITIES

Prepared from Approved 2012 ARC Budget

Item #	Description	2012 Budget	Responsibility		
			Wayne County	Oakland County	ARC Responsibility to Contract/Perform
				FOTR	Executive Director
Total Cost Per Entity		\$469,875	\$82,500		\$387,375
Federal Rouge Project grant funding		\$234,937.50	\$41,250		\$193,687.50
Funding Percentage		50%	50%		50%