

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**December 12, 2013 – 10:00 a.m.**  
**Administrative Office**

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1. Chairman's Statement
2. Public Participation
3. Minutes – Nov. 14, 2013 Public Hearing and Regular Meeting
4. Approval – Dec. 12, 2013 Agenda

**Consent Agenda**

5. **Approval – Dec. 12, 2013 Consent Agenda**
  - a. Vouchers – November 2013  
(Rebecca Franchock, 810-494-6047)
  - b. Financial Statements – November 2013  
(Rebecca Franchock, 810-494-6047)
  - c. 2013 Property Tax Adjustments (pg. 1)  
(Rebecca Franchock, 810-494-6047)
  - d. Bids – Stony Creek Park Office Municipal Waterline Update (pg. 3)  
(Mike Brahm-Henkel, 810-494-6057)
  - e. Bids – Lake Erie Marina Dredging (pg. 5)  
(Mike Brahm-Henkel, 810-494-6057)
  - f. 2014 Employee Recognition Dinner (pg. 7)  
(Carol Stone, 810-494-6017)
  - g. Donations (pg. 9)  
(John McCulloch, 810-494-6001)

**Regular Agenda**

6. Closed Session - Personnel Evaluation of Public Officer  
*Section 8 (a) of the Michigan Open Meetings Act – M.C.L. 15.268*  
  
***Required Action:** Moved by Commissioner \_\_\_\_\_, supported by Commissioner \_\_\_\_\_ to proceed in closed session to consider the personnel evaluation of Director John McCulloch as requested by the Director (Requires roll call vote).*
7. Legislative Report  
(George Carr)
8. Update – Park Superintendents

**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**December 12, 2013 – 10:30 a.m.**  
**Administrative Office**

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**9. Reports**

**A. Administrative Office**

1. Defined Contribution FICA Alternative Pension Plan (pg. 13)  
(Carol Stone, 810-494-6017)
2. Approval – Liability Insurance Renewal (pg. 17)  
(Carol Stone, 810-494-6017)
3. Approval – Professional Services Contract for Communications and Marketing (pg. 19)  
(John McCulloch, 810-494-6001)

**10. Director's Report**

**11. Other Business**

**12. Commissioners' Comments**

**13. Motion to Adjourn**

<p>The next regular Board of Commissioners meeting will be held <u>Thursday, Jan. 9, 2014</u> at <u>10:30 a.m.</u> at the <b>Administrative Office</b>.</p>
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## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca Franchock, Controller  
Subject: 2013 Property Tax Adjustments  
Date: December 5, 2013

### Action Requested: Motion to Approve

That the Board of Commissioners approve the tax levy adjustments to increase the current year receivable balance and write off 2007 Delinquent Personal Property tax receivable balances as detailed below by Controller Franchock and staff.

At the start of each budget year, the Metroparks establishes a receivable account for the current year's tax levy. Since 2008, the Metroparks has been estimating the amount of taxes that will be captured locally under various tax abatement programs or adjusted downward by Board of Reviews. For the 2013 Budget, the Metroparks initial levy was \$29,093,937 with estimated captured taxes of \$1,180,000 producing a "net" tax receivable balance of \$27,913,937. As tax payments are received during the year, they are applied to reduce the tax receivable balance.

Prior to year-end, it is necessary to reconcile the differences between the Metroparks and County accounting records. During the past months, staff has been working with various representatives of the five County Treasurer's offices to obtain information on the 2013 tax levy adjustments from local tax abatement programs, Board of Reviews, Tax Tribunals, etc. In total, the actual tax levy adjustments reported by County Treasurer's offices are \$832,227.32 compared to the Authority's estimated adjustments of \$1,180,000. This results in a net tax levy receivable increase or write-up of \$347,772.68 as summarized below.

County	Estimated Tax Adjustments	Actual Tax Adjustments	Net Tax Write Up/(Down)
Livingston	\$ 40,000.00	\$ (34,544.15)	\$ 5,445.85
Macomb	50,000.00	41,069.61	91,069.61
Oakland	500,000.00	(346,535.03)	153,464.97
Washtenaw	115,000.00	(56,074.61)	58,925.39
Wayne	475,000.00	(436,143.14)	38,856.86
<b>Totals</b>	<b>\$ 1,180,000.00</b>	<b>\$ (832,227.32)</b>	<b>\$ 347,772.68</b>

In addition, at this time it is appropriate to reduce the Authority tax receivable balances for uncollected delinquent 2007 personal property taxes. Collections of these taxes are unlikely. Macomb and Oakland Counties have sent us Circuit Court Judgments striking these taxes from the tax rolls. Although we do not receive copies of circuit court judgments from Livingston, Washtenaw, or Wayne Counties, it is consistent to also write off their 2007 receivable balances at this time. The total tax receivable balances to write off for all five counties are \$7,980.71.

<b>County</b>	<b>2007 Delinquent Personal Property Balance</b>
Livingston	\$ 488.17
Macomb	2,646.00
Oakland	754.07
Washtenaw	-
Wayne	<u>4,092.47</u>
<b>Totals</b>	<b>\$7,980.71</b>

**Fiscal Impact:** The net effect of the 2013 current year tax levy reconciliations and the write off 2007 personal delinquent balances the net increase to the Authority tax receivable balance will result in an \$339,785.75 increase to Fund Balance.



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Title: Park Office Municipal Waterline Update  
 Project No: 2-509-14S  
 Project Type: Supplemental Major Maintenance  
 Location: Stony Creek Metropark, Macomb County  
 Date: December 5, 2013

Bids Opened: November 19, 2013 at 2:00 p.m.

## Action Requested: Motion to Receive and File and Approve Funding

That the Board of Commissioners receive and file bid results and approve funding from the Supplemental Major Maintenance Fund in the amount of \$50,000.00 for the construction of a municipal waterline to the Stony Creek Park office as recommended by Assets and Development Manager Mike Brahm-Henkel.

**Fiscal Impact:** On Nov. 14, 2013 Board action expedited the replacement the failing well at the Stony Creek Park office with a municipal waterline based on an estimated amount of \$60,439.00 with the Directors authorization along with an update to be given at the Dec. 12 Board meeting. Contract No. 2-509-14S has been awarded to lowest responsive, responsible bidder Ed Birkmeier Well Drilling in the amount of \$40,819.00 as recommended by Manager of Assets and Development, Mike Brahm-Henkel and staff.

The waterline replacement project was originally included along with upgrades to the existing sanitary sewer system which is currently under design. The waterline project was pulled from the larger project to accelerate the construction of the water supply to the Park office. The total cost the water and sewer project is estimated to be more than the \$200,000.00 threshold requirement for Supplemental Major Maintenance Reserve Funding.

**Scope of Work:** Construct 540 lineal-feet or 4-inch waterline to the existing municipal water supply, abandon existing wells, and reconfigure related plumbing.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Ed Birkmeier Well Drilling	New Lothrop	\$40,819.00
Marc Dutton Irrigation	Waterford	\$54,390.00
T.R. Pieprzak Co., Inc.	China Township	\$64,972.00
Teltow Contracting, Inc.	Casco	\$79,583.60

Proposed Work Order Amount	
Contract Amount – Ed Birkmeier Well Drilling (Rounded)	\$41,000.00
Township Connection Fees	\$ 5,000.00
Contract Administration	\$ 4,000.00
Consultant Design Services AEW	<u>\$10,300.00</u>
Total Proposed Work Order Amount 2-509.05-513S	\$60,300.00

*This project was reported and publicly advertized in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Reprographics One DFS Plan Room, Construction News Service, HCMA Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.*





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Project Title: Bids - 2014 Maintenance Dredging-Marina Channel  
 Project Type: Operations  
 Location: Lake Erie Metropark, Wayne County  
 Date: December 5, 2013

Bids Opened: November 19, 2013 at 2:00 p.m.

## Action Requested: Motion to Approve issuance of Purchase Order

That the Board of Commissioners approve issuance of a Purchase Order to the lowest responsive, responsible bidder, Marine Services, Inc., in the amount of \$29,220.00 and that \$2,220.00 dollars be transferred from Capital Fund Balance to cover the difference between the low bid and the budgeted amount as recommended by Mike Brahm-Henkel, Manager of Assets and Development and staff.

**Scope of Work:** Dredge approximately 6,000 cubic-yards of material in the channel and mooring areas of the Marina; set channel markers at the Marina and Boat Launch. Place dredged material in the temporary holding area adjacent to the Marina. Dredging is required to remove accumulated sediment and to assure boating access to the marina. Dredging will provide 7.0 feet of depth below low water datum in the offshore channel and 3.0 feet within the inland channel and mooring areas

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Marine Services, Inc.	Oak Park	\$29,220.00
Dean Marine & Excavating	Mt. Clemens	\$96,426.00
Total Budget Amount for Contract Services and Administration		\$30,000.00
Proposed Work Order Amount		
Contract Amount – Marine Services, Inc. (Rounded)		\$29,220.00
Contract Administration		<u>\$ 3,000.00</u>
Total Proposed Work Order Amount		\$32,220.00

*The following contractors obtained bidding documents but did not submit a proposal: American Sprinkler, Livonia; Morrish Wallace Construction, Cheboygan; Velt & Company, Inc, Rogers, MN; Hanes Geo Components, Wyoming; Faro Contracting, Southgate; Geo Gradel Co, Toledo, J.T. Maurer Co, Plymouth*

*This project was reported and publicly advertised in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Reprographics One DFS Plan Room, Construction News Service, HCMA Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.*







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Carol Stone, Administrative Services Manager  
Subject: 2013 HCMA Employee Recognition Dinner  
Date: December 5, 2013

**Action Requested: Motion to Approve**

That the Board of Commissioners approve a subsidy not to exceed \$7,000 for the 2014 Employee Recognition Dinner as recommended by Administrative Services Manager Carol Stone and staff.

**Background:** The 2014 HCMA Employee Recognition Dinner, hosted by Hudson Mills Metropark employees, is planned for Saturday, March 15, 2014 and will be held in the event room at the Environmental Discovery Center at Indian Springs Metropark.

The Board of Commissioners has generously supported this event in the past which honors exemplary employees, pays tribute to retiring employees, recognizes employee tenure milestones and in general helps build employee morale.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: John P. McCulloch, Director  
Subject: Donations  
Date: December 5, 2013

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve the donations and a letter of appreciation be sent to the donors as recommended by Director McCulloch and staff.

The Metroparks received the following donations through Nov. 30, 2013:

1. Richard Smith made a \$300 cash donation to purchase a bench in memory of Giulio Colo for the Farm Center at Kensington Metropark.
2. Sharon Waters made a \$300 cash donation to purchase a bench in memory of Philip Waters for the Nature Center at Kensington Metropark.
3. Danielle Small made a \$300 cash donation to purchase a bench in memory of Derek McVay for placement on the Disc Golf Course at Kensington Metropark.
4. Vern McKeever made a \$300 cash donation to purchase a bench in memory of Suzanne Fogle McKeever for placement on the Wildwing Nature Trail at Kensington Metropark.
5. Howard Gibson made a \$300 cash donation to purchase a bench in memory of Donna Howard for placement at Kensington Metropark.
6. Bill Chatfield, Jr. made a \$300 cash donation to purchase a bench in memory of Bill Chatfield for placement near the Farm Center at Kensington Metropark.
7. Michael Podrasky donated nine mounted photographs for programs and display to be used at the Nature Center at Kensington Metropark.





# HURON-CLINTON METROPOLITAN AUTHORITY

7  
Meeting of December 12, 2013

To: Board of Commissioners  
From: John P. McCulloch, Director  
Subject: Legislative Report  
Date: December 5, 2013

Legislative Consultant George Carr will give Commissioners a verbal report update at the December 12 meeting.





# HURON-CLINTON METROPOLITAN AUTHORITY

9 - A - 1  
December 12, 2013

To: Board of Commissioners  
From: Carol Stone, Administrative Services Manager  
Subject: Adoption of Defined Contribution FICA Alternative Pension Plan  
Date: December 5, 2013

## **Action Requested: Motion to Approve**

That the Board of Commissioners approve closing the defined benefit FICA Alternative Pension plan and adopt the ICMA-RC defined contribution FICA Alternative Pension Plan covering part-time and seasonal positions working 600 or less hours per year with an employer contribution of 1.5 percent and an employee contribution of 6 percent.

**Background:** The Metroparks participates in a program for public agencies that allows for an alternative to traditional FICA withholdings for part-time and seasonal employees. There are two types of FICA Alternative Plans; defined benefit and defined contribution. Under the program, wages for eligible employees are exempt from both the employee and employer contributions to FICA.

The Metroparks FICA Alternative Pension Program is currently administered as part of the defined benefit pension program and requires that seasonal employees receive a payment from the pension program at the end of each year. The amount of the payment is calculated based on age and earnings and is paid from the pension fund. The program is difficult to administer and the total cost of the program is paid by the Metroparks. A total of \$31,000 was paid out under the defined benefit FICA alternative program in 2013.

Under the ICMA-RC 457(k) FICA Alternative Pension Plan, instead of paying FICA taxes, a contribution of 7.5 percent of wages in any combination of employer and employee contributions is made into the 457 account. Employee contributions are pre-tax and funds in the account are invested and earn interest tax-free. Upon termination of employment, funds in the account can continue to accrue interest, can be withdrawn, or can be rolled over into other types of investment accounts. It is recommended that the Authority adopt the ICMA-RC 457(k) FICA Alternative Pension Plan with an employer contribution of 1.5 percent and a mandatory employee contribution of 6 percent.

**Fiscal Impact:** It is anticipated that adoption of the defined contribution FICA Alternative Pension Plan will result in a savings of approximately \$6,000 in direct expenditures with additional savings realized in reduced time needed to administer the plan.

**Attachments: ICMA-RC 457(k) FICA Alternative Part-time/Seasonal Pension Plan**







### 457 Deferred Compensation Plan Part-Time, Temporary, and Seasonal (PTS) Plan Supplement

This is a supplement to the *457 Governmental Deferred Compensation Plan & Trust* document that summarizes the 457 Part-Time, Temporary, and Seasonal (PTS) Plan and the unique provisions related to the operation and administration of the 457 PTS Plan.

#### Eligibility

The 457 PTS Plan is offered specifically for employees who are part-time, temporary, or seasonal. The primary purpose of this Plan is to provide retirement benefits comparable to the benefits these employees would receive under Social Security.

Part-time, temporary, and seasonal are generally defined as follows:

- A part-time employee is any employee who normally works 20 hours or fewer per week.
- A temporary employee is any employee performing services under a contractual arrangement of two years or fewer in duration.
- A seasonal employee is an employee who normally works on a full-time basis for fewer than five months in a year.

Please refer to the Employer's personnel manuals or other materials in an effort to determine the specific definitions of "part-time, temporary, and seasonal."

#### Contributions

A minimum contribution of 7.5 percent of an employee's gross salary is required under the 457 PTS Plan. These contributions may be made to the Plan by the Participant, the Employer, or a combination of both. The actual combination will be determined by the Employer. The Participant may elect to increase (up to the appropriate limits) his or her contributions above the minimum required 7.5 percent at any time.

The Participant's minimum retirement benefit under the 457 PTS Plan is 100 percent nonforfeitable upon enrollment.

#### Distributions

**Mandatory Distributions** – A Participant's account balance will be distributed automatically 1) if his or her balance is less than \$1,000 upon separation from service or 2) if his or her balance is less than \$1,000, there was no prior small balance distribution in the account, and no contributions were made to the account during a two-year period ending on the date of the distribution. Amounts of \$1,000 or more will remain in the account until voluntarily withdrawn by the Participant.

Please review the *Special Tax Notice Regarding Plan Payments* for information regarding taxation and withholding requirements.

(over)

AC: 1111-5276

#### Additional Information

This supplement does not purport to cover all aspects of the 457 PTS Plan. Please be aware that the *457 Governmental Deferred Compensation Plan & Trust* document (457 Plan Document), and not this supplement, is the legal document governing the 457 PTS Plan. In the event of a conflict between the 457 Plan Document and this supplement, the terms of the 457 Plan Document will control. The 457 Plan Document is available on the ICMA-RC EZlink website at [www.icmarc.org](http://www.icmarc.org) or by contacting ICMA-RC at 800-326-7272.



## HURON-CLINTON METROPOLITAN AUTHORITY

9 - A - 2  
December 12, 2013

To: Board of Commissioners  
From: Carol Stone, Administrative Services Manager  
Subject: Renewal – Property and Liability Insurance  
Date: December 5, 2013

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve renewal property and liability insurance with the Michigan Municipal Risk Management Authority for 2014.

**Background:** Effective January 1, 2013, the Metroparks accepted the proposal from the Michigan Municipal Risk Management Authority (MMRMA) to participate in a self-insured risk pool for property and liability insurance. The program provides for a \$15,000,000 coverage limit with a \$75,000 per claim deductible and an annual cap on deductible expenses of \$500,000.

During the past year, MMRMA has conducted an appraisal of buildings at all of the Metroparks and conducted a risk assessment on winter activities, beaches, and aquatic facilities. The Metroparks is represented on the MMRMA Parks and Recreation Advisory Committee that reviews exposures and develops policies and procedures to reduce risk and a risk control specialist from MMRMA attends meetings of the Metroparks Safety Committee.

Based on the results of MMRMA's assessment of our operations combined with a favorable claims exposure, renewal rates for 2014 came in with a modest 1.5 percent increase for an annual premium of approximately \$601,000. It should be noted that in the second year of the program, the Metroparks will be eligible to participate in the MMRMA's RAP Grant Program. The RAP Grant Program provides for reimbursement of 50 percent of expenses up to \$50,000 for employee training, projects, equipment, and services that reduce liability exposure.

**Fiscal Impact:** This results in an increase of approximately \$9,000 over the 2013 premium.





## HURON-CLINTON METROPOLITAN AUTHORITY

9 - A - 3  
Meeting of December 12, 2013

To: Board of Commissioners  
From: John P. McCulloch, Director  
Subject: Approval – Professional Services Contract for Communications and Marketing  
Date: December 5, 2013

### **Action Requested: Motion to Approve**

That the Board of Commissioners approve the contract with Berline for marketing and public relations services at a monthly retainer of \$6,000 per month.

**Background:** With the goal of increasing both park attendance and revenue, proposals were sought for public relations and marketing services to enhance the existing marketing and communications efforts. Scope of services includes:

- Develop an overall marketing strategy for the Metroparks.
- Develop an individual marketing plan for specific parks that are underutilized.
- Identify key events/activities in each park and develop marketing plans for those events.
- Enhance the use of social media and technology to more effectively market the parks.
- Develop an advertising strategy to include public service announcements.
- Develop a style protocol and public relations plan to more effectively engage the media.
- Enhance the Metroparks presence and marketing efforts both at events occurring within the parks and throughout the surrounding communities.

Thirteen responses were received to the request for proposals. A committee was established to review the proposals and after soliciting additional information from nine of the vendors, interviews were conducted with five vendors. Based on the marketing concepts presented, their knowledge of the Metroparks, and their expertise in the area of social media and technology, it is recommended that the proposal from Berline be accepted.

**Fiscal Impact:** The annual cost of the contract based on the \$6,000 per month retainer is \$72,000. Funds were included in the Communications Department budget to cover the cost of the contract.

**Attachment: Professional Services Contract – The Berline Group, Inc.**



**HURON-CLINTON METROPOLITAN AUTHORITY**

**PROFESSIONAL SERVICES CONTRACT**

This "Contract" made this 1<sup>st</sup> day of December 2013 between the Huron-Clinton Metropolitan ("HCMA"), a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 and The Berline Group, Inc., a Michigan Corporation, called "Consultant" (as further described in the following Table). In this Contract, either Consultant or HCMA may also be referred to individually as "Party" or collectively as "Parties".

<b>HURON-CLINTON METROPOLITAN AUTHORITY</b> 13000 High Ridge Drive Brighton, MI 48226 Tel: (810) 227-2757 Fax: (810) 227-7512 (herein, the "HCMA")	<b>THE BERLINE GROUP, INC.</b> 70 E. Long Lake Bloomfield Hills, MI 48304 Tel: (248) 593-7402 Fax: (248) 593-4740 Tax Id. No.: _____. (herein the "CONSULTANT")
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**INTRODUCTION**

- A. The Huron-Clinton Metropolitan Authority is a Michigan public body corporate, and the owner and operator of regional metropolitan parks system ("Metroparks") with facilities located in Livingston, Macomb, Oakland, Wayne and Washtenaw counties.
- B. The Berline Group, Inc., is a Michigan Corporation, offering advertising, marketing and digital communication services in Michigan.
- C. Subject to the terms and conditions set forth herein, HCMA desires to engage The Berline Group, Inc. to provide marketing and other services for the Metroparks.

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1.	<u>SCOPE OF CONSULTANT'S SERVICES</u>
SECTION 2.	<u>HCMA PAYMENT OBLIGATION FOR CONSULTANT'S SERVICES</u>
SECTION 3.	<u>CONTRACT EFFECTIVE DATE AND TERMINATION</u>
SECTION 4.	<u>CONSULTANT ASSURANCES AND WARRANTIES</u>
SECTION 5.	<u>CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION</u>
SECTION 6.	<u>CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS</u>

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

**§1. SCOPE OF CONSULTANT'S SERVICES**

- 1.1.** The proposed services will consist of the following priorities for 2014:

- 1.1.1. To develop an overall Marketing Plan for the Metroparks.
- 1.1.2. To develop individual Marketing Plans for specific parks that are problematic and/or underperforming. The goal will be to enhance the brand identities of the respective parks to optimize their performance and ability to generate revenues.
- 1.1.3. To develop marketing strategies and tactics to focus on existing events.
- 1.1.4. To develop a Social Media presence to more effectively use the medium to build loyalty, engagement and ultimately, revenue.
- 1.1.5. To develop and advertising strategy based on paid, added-value and PSA commitments.
- 1.1.6. To develop a more thoughtful Public Relations (PR) Plan to more effectively provide the media with meaningful and credible information.
- 1.1.7. To develop a process for more effectively marketing to the attendees of the events in the various parks.
- 1.1.8. To optimize available technologies to enhance the marketing efforts.

**1.2.** With the above services in mind, Consultant understands that the internal (HCMA's) marketing team will be restructured to reflect a smaller and more cost-efficient approach. The HCMA team will consist of:

- 1.2.1. A full-time copywriter to handle miscellaneous projects as well as the newsletter.
- 1.2.2. A part-time graphic artist to handle internal jobs requiring minimal art direction.
- 1.2.3. A staff member who will provide support for special events.
- 1.2.4. Consultant's primary contact will be the Contract Administrator, Carol Stone or other HCMA designee.
- 1.2.5. Consultant will have access to, and involvement of the Executive Director, John McCulloch during the term or extended term, if any, of this contract.

## **§2. HCMA PAYMENT OBLIGATIONS FOR CONSULTANT'S SERVICES**

**2.1.** Except as otherwise expressly provided for in this Contract, the HCMA's sole financial obligation to the Consultant for any Consultant services under this Contract shall be:

**2.1.1. Consultant Fee.** A monthly retainer fee of six thousand (\$6,000.00) dollars per month.

**2.1.2. External Costs.** It is understood by the HCMA that the Consultant' fee does not include external costs, such as media, production, photography, art, postage or other similar costs. Consultant agrees to invoice HCMA the net costs for such external costs; that is, with no commission or markups applied. Consultant agrees to secure from HCMA's Contract Administrator's prior approval of External Costs. Once approved, the Consultant shall identify each month a statement of External Costs or, in the alternative, forward to HCMA invoices for payment.

**2.1.3. Invoices.** No more than once a month, the Consultant will submit an invoice to HCMA which shall itemize all amounts due and/or owing by HCMA under this Contract, and payment terms as the date of the invoice. Consultant will invoice HCMA, for services received, on a monthly basis, within thirty (30) days from the last day of the month in which the goods or services were received.

**2.2.** It is understood that HCMA will not be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Consultant in connection with or resulting from the Consultant's providing any services under this Contract.

**2.3.** HCMA has the right to offset any amounts due and owing to the Consultant should the HCMA incur any cost associated with this Contract that is the obligations of Consultant under this Contract.

**2.4.** This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

## **§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS**



- 3.1. The effective date of this Contract shall be **December 1, 2013** unless otherwise terminated or canceled as provided below. Under no circumstances shall this Contract be effective and binding and no payments to the Consultant shall be due or owing for any Consultant services until and unless:
- 3.1.1. This Contract is signed by an employee of Consultant, legally authorized to bind the Consultant.
- 3.1.2. Any and all Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the HCMA.
- 3.2. HCMA may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Consultant, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.3. HCMA's sole obligation in the event of termination is for payment for actual services rendered by the Consultant before the effective date of termination. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Consultant may have realized but for the termination and/or cancellation of this Contract. HCMA shall not be obligated to pay Consultant any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.4. Consultant may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) notice period the HCMA has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 3.5. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, or certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 3.5.1. If notice is sent to the Consultant, it shall be addressed to:
- James Berline  
THE BERLINE GROUP INC.  
70 E. Long Lake  
Bloomfield Hills, MI 48304  
Tel: (248) 593-7402  
Fax: (248) 593-4740  
Email address: jberline@berline.com*
- 3.5.2. If notice is sent the HCMA, it shall be addressed to:
- Carol Stone, Manager, Administrative Services  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48114  
Tel: (810) 227-2757  
Fax: (810) 227-7512  
Email address: Carol.Stone@metroparks.com*
- 3.5.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment,

recession, waiver, or release shall be signed by an expressly authorized Employee of Consultant and by the same person who signed the Contract for HCMA.

**§4. CONSULTANT'S ASSURANCES AND WARRANTIES**

- 4.1. Service Assurance.** Consultant assures that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 4.2. Business and Professional Licenses.** The Consultant will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 4.3. Equipment and Supplies.** The Consultant is responsible for providing equipment and supplies not expressly required to be provided by the HCMA herein.
- 4.4. Taxes.** The Consultant shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Consultant for any federal, state and local taxes or fees of any kind.
- 4.5. Consultant's Incidental Expenses.** Except as otherwise expressly provided in this Contract, the Consultant shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 4.6. Consultant Employees.**
- 4.6.1.** Consultant shall employ and assign qualified employees as necessary and appropriate to provide the services under this Contract. Consultant shall ensure all Consultant's Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 4.6.2.** Consultant shall solely control, direct, and supervise all Consultant Employees with respect to all Consultant obligations under this Contract. Consultant will be solely responsible for and fully liable for the conduct and supervision of any Consultant's Employee
- 4.6.3.** If requested by HCMA, all employees of Consultant shall wear and display appropriate HCMA-provided identification at all times while working on HCMA premises.
- 4.6.4.** All employees of Consultant assigned to work under this Contract may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.
- 4.7. Consultant Employee-Related Expenses.** All employees of Consultant shall be employed at the Consultant's sole expense (including employment-related taxes and insurance) and the Consultant warrants that all of Consultant's Employees shall fully comply with and adheres to all of the terms of this Contract. Consultant shall indemnify and hold the HCMA harmless for all Claims (as defined in this Contract) against the HCMA by any Consultant Employee, arising out of any contract for hire or employer-employee relationship between the Consultant and any Consultant Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances.** Consultant warrants that before entering into this Contract, it had a full opportunity to review the proposed services, and review all HCMA requirements and/or expectations under this Contract. The Consultant is responsible for being adequately and properly prepared to execute this Contract. Consultant has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Consultant's relationship to the HCMA is that of an Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between HCMA and either the Consultant or any Consultant Employee. All Consultant Employees assigned to provide services under this Contract by the Consultant shall, in all cases, be deemed employees of the Consultant and not employees, agents or sub-contractor of HCMA.

## **§5. CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION**

### **5.1. Indemnification**

- 5.1.1.** Consultant shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined in this Contract) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Consultant or Consultant's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2.** The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Consultant's insurance is disputed by the insurance company, the Consultant shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Consultant shall indemnify the HCMA for uncollectable amounts.
- 5.1.3.** Consultant shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA except as expressly provided herein.
- 5.1.4.** Consultant waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA suffered by a Consultant Employee.

### **5.2. Consultant Provided Insurance**

- 5.2.1.** At all times during this Contract, including renewals or extensions, Consultant shall obtain and maintain professional liability insurance, workman's compensation insurance, comprehensive general liability insurance (including bodily injury liability and property damage liability) and separate auto liability insurance, all in limits and coverages as shall be acceptable to the HCMA. Certificates of insurance shall be supplied to the HCMA's Corporation Counsel for review and approval, and shall name the Huron-Clinton Metropolitan Authority as additional insured.

## **6. CONTRACT DOCUMENTS, DEFINITIONS AND GENERAL TERMS AND CONDITIONS**

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 6.1** "Consultant Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Consultant, and also includes any licensees, concessionaires, subcontractors, independent contractors, Consultant's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Consultant Employee" shall also include any person who was a Consultant Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2** "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- 6.3 “HCMA” means the HCMA, a Michigan public body corporate, its respective appointed officers, official employees, committees, and “HCMA Agent” as defined below.
- 6.4 “HCMA Agent” means all appointed HCMA officials, officers, directors, board members, commissioners, HCMA employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “HCMA Agent” shall also include any person who was a “HCMA Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or serving as an Agent.
- 6.5 “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 6.6 Access to HCMA Facilities. While the Consultant retains the right to perform services at any time, the Consultant must obtain prior permission by HCMA for access to HCMA facilities after HCMA's regular business hours.
- 6.7 Cumulative Remedies. A Party’s exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 6.8 Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:  
“CONSULTANT’S ASSURANCES AND WARRANTIES”;  
“CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION”;  
“DAMAGE CLEAN UP TO HCMA PROPERTY AND/OR PREMISES”;  
“AUDIT”;  
“SEVERABILITY”;  
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND  
“SURVIVAL OF TERMS AND CONDITIONS”.
- 6.9 HCMA Right to Suspend Services. Upon written notice, HCMA may suspend performance of this Contract if Consultant has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the HCMA’s right to terminate and/or cancel this Contract. The HCMA shall incur no penalty, expense, or liability to Consultant if HCMA suspends services under this Section.
- 6.10 No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties’ rights in this Contract, and/or any other right, in favor of any other person or entity.
- 6.11 Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 6.12 Permits and Licenses. Consultant shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by HCMA, Consultant shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 6.13 Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.
- 6.13.1 Consultant shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Consultant.

- 6.13.2 The HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 6.14 Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- 6.15 Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Consultant is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 6.16 Conflict of Interest and Warranty. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Consultant shall identify any Consultant Employee or relative of Consultant's Employees who are presently employed by the HCMA. Consultant shall give HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Consultant.

Consultant warrants that before submitting its Proposal and/or entering into this Contract it has performed an inquiry within its firm to determine whether the Services to be provided under this Contract may pose a conflict of interest. For purposes of this Contract, a conflict of interest occurs when the Services to be provided conflict, are adversarial to, may influence Consultant's judgment or appear to influence Consultant's judgment or quality of Services under the contract with the Consultant's representation of other clients. Except as provided herein Consultant shall certify, to the best of its knowledge, to the HCMA that there are no Conflicts of Interest by providing the Services under this Contract.

If at anytime Consultant determines that there is a Conflict of Interest or potential Conflict of Interest then the Consultant shall disclose such Conflict of Interest(s) to the HCMA. The HCMA may request that the Consultant obtain a waiver or acknowledgment of the conflict from its client(s).

In the event that a Conflict of Interest arises in the course of providing Services under this Contract, Consultant may be required to withdraw from its representation of the HCMA and may be liable for incremental costs, if any, associated with HCMA having to engage another consulting firm to perform the Services under this contract.

- 6.17 Damage Clean up to HCMA or HCMA Property and/or Premises. Consultant shall be responsible for any unexpected and/or unnecessary damage to any HCMA property, its premises, that is caused by Consultant or Consultant's Employees. If damage occurs, Consultant shall make necessary repairs and/or replacements to the damaged property to the satisfaction of HCMA. If the damage cannot be completed to the HCMA's satisfaction, Consultant shall reimburse HCMA the actual cost for repairing or replacing the damage property. The Consultant shall be responsible for assuring that all HCMA sites are restored to their original condition.
- 6.18 Consultant Use of Confidential Information. The Consultant and/or Consultant Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Consultant Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Consultant may disclose the Confidential Information if required by law, statute or other legal process; provided that Consultant (i) gives HCMA prompt written notice of an impending disclosure, (ii) provides reasonable assistance to HCMA in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

- 6.18.1 This Contract imposes no obligation upon Consultant with respect to any Confidential Information which Consultant can establish by legally sufficient evidence: (i) was in the possession of, or was known by Consultant prior to its receipt from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Consultant from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 6.18.2 As used in this Contract, Confidential Information means all information that HCMA is required or permitted by law to keep confidential.
- 6.19 Consultant Use of HCMA Licensed Software. In order for the Consultant to perform its services under this Contract, HCMA may permit Consultant or Consultant Employees to access certain copyrighted Software licensed to HCMA. Consultant or Consultant Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of HCMA and/or the licensor. Furthermore, neither the Consultant nor Consultant Employee shall produce a source listing, decompile, disassemble, or otherwise reverse consultant any copyrighted Software. Neither the Consultant nor Consultant Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 6.20 Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to HCMA, the Consultant shall comply with all applicable grant requirements.
- 6.21 Project Managers. Each Party may designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Consultant's Project Manager will coordinate with HCMA's Project Manager; the Consultant will provide the name and qualifications of its Project Manager and an alternate.
- 6.22 Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The HCMA's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Consultant, reviewing invoices and submitting requests to the HCMA's procurement authority for any contract modification of this Agreement.
- 6.23 Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers and Contract Administrators cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
- 6.24 Access and Records. Consultant will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the HCMA with reasonable access to such book and records.
- 6.25 Audit. Consultant shall allow HCMA's auditing division, or an independent auditor hired by the HCMA, to perform finance compliance audits with the authority to access all pertinent records and interview any Consultant Employee throughout the term of this Contract, and for a period of three years after final payment.
- 6.25.1 Consultant shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the HCMA within forty-five (45) days of receiving the final audit report. Consultant's response shall include all necessary documents and information that refute the final audit report. Failure by Consultant to respond in writing within 45 days shall be deemed acceptance of the final audit report.
- 6.26 Delegation /Subcontract/Assignment. Consultant shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of HCMA.

- 6.26.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.26.2 Any assignment, delegation, or subcontract by Consultant and approved by HCMA, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.26.3 The Consultant shall remain primarily liable for all work performed by any subcontractor. Consultant shall remain liable to HCMA for any obligations under the Contract not completely performed by any Consultant delegee or subcontractor.
- 6.26.4 Should a Subcontractor fail to provide the established level of service and response, the Consultant shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Consultant.
- 6.26.5 This Contract cannot be sold.
- 6.26.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, HCMA may declare this Contract null and void.
- 6.27 Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Consultant's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Consultant performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Consultant or any Consultant Employee any number of fixed or certain number or quantity of hours or services to be rendered to HCMA.
- 6.28 No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 6.29 Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Consultant's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Consultant shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.
- 6.30 Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 6.31 Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:
- 6.31.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.
- 6.32 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed

to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.

- 6.33 Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supercedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Consultant and HCMA, and by doing so legally obligates and binds Consultant and the HCMA to the terms and conditions of this Contract.

**FOR - THE BERLINE GROUP, INC.**

BY: \_\_\_\_\_  
James Berline

DATE: \_\_\_\_\_

\_\_\_\_\_ appeared in person before me this day and executed this Contract on behalf of Consultant and acknowledged to me under oath that he/she has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Consultant to fully and completely obligate and bind Consultant to the terms and conditions of this Contract and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Contract documents including all documents incorporated by reference.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Notary Public

\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**FOR HCMA:**

BY: \_\_\_\_\_  
John E. LaBelle, Chairperson

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Robert W. Marans, Secretary

DATE: \_\_\_\_\_

**APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:**

BY: \_\_\_\_\_  
Carol Stone, Manager, Administrative Services  
Contract Administrator

DATE: \_\_\_\_\_



# HURON-CLINTON METROPARKS MONTHLY STATISTICS

November 2013

PARK	MONTHLY VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Lake St Clair	12,511	14,778	-15.3%
Wolcott Mill	2,248	1,895	18.6%
Stony Creek	19,225	20,464	-6.1%
Indian Springs	2,723	3,538	-23.0%
Kensington	36,336	35,686	1.8%
Huron Meadows	3,312	4,668	-29.0%
Hudson Mills	10,072	13,108	-23.2%
Lower Huron	13,550	14,485	-6.5%
Willow	10,317	10,851	-4.9%
Oakwoods	2,550	2,939	-13.2%
Lake Erie	7,473	8,281	-9.8%
Monthly TOTALS	120,317	130,693	-7.9%

MONTHLY TOLL REVENUE		
Current Year	Previous Year	Change
\$ 8,380	\$ 31,918	-73.7%
\$ -	\$ -	0.0%
\$ 32,767	\$ 36,621	-10.5%
\$ 3,529	\$ 3,870	-8.8%
\$ 28,202	\$ 22,783	23.8%
\$ 634	\$ 1,231	-48.5%
\$ 9,863	\$ 15,685	-37.1%
\$ 3,340	\$ 4,300	-22.3%
\$ 1,530	\$ 1,495	2.3%
\$ 1,405	\$ 1,440	-2.4%
\$ 8,310	\$ 10,005	-16.9%
\$ 97,960	\$ 129,348	-24.3%

MONTHLY TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 12,360	\$ 49,620	-75.1%
\$ 29,573	\$ 28,057	5.4%
\$ 50,868	\$ 61,085	-16.7%
\$ 14,348	\$ 11,379	26.1%
\$ 53,339	\$ 48,815	9.3%
\$ 6,799	\$ 20,394	-66.7%
\$ 12,992	\$ 19,333	-32.8%
\$ 4,895	\$ 7,576	-35.4%
\$ 4,053	\$ 3,440	17.8%
\$ 3,726	\$ 4,307	-13.5%
\$ 12,577	\$ 14,595	-13.8%
\$ 205,530	\$ 268,601	-23.5%

PARK	Y-T-D VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Lake St Clair	390,818	410,188	-4.7%
Wolcott Mill	44,639	34,039	31.1%
Stony Creek	524,935	508,458	3.2%
Indian Springs	88,093	92,451	-4.7%
Kensington	702,764	768,345	-8.5%
Huron Meadows	82,406	85,030	-3.1%
Hudson Mills	213,434	233,013	-8.4%
Lower Huron	265,339	296,298	-10.4%
Willow	184,671	182,812	1.0%
Oakwoods	33,235	34,913	-4.8%
Lake Erie	175,785	190,364	-7.7%
Y-T-D TOTALS	2,706,119	2,835,911	-4.6%

Y-T-D TOLL REVENUE		
Current Year	Previous Year	Change
\$ 955,212	\$ 1,031,600	-7.4%
\$ -	\$ -	0.0%
\$ 1,416,919	\$ 1,404,428	0.9%
\$ 198,770	\$ 186,318	6.7%
\$ 1,356,700	\$ 1,352,816	0.3%
\$ 55,325	\$ 46,168	19.8%
\$ 337,740	\$ 367,290	-8.0%
\$ 406,794	\$ 475,852	-14.5%
\$ 222,611	\$ 217,557	2.3%
\$ 32,410	\$ 31,861	1.7%
\$ 382,312	\$ 413,360	-7.5%
\$ 5,364,793	\$ 5,527,250	-2.9%

Y-T-D TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 1,449,274	\$ 1,640,555	-11.7%
\$ 513,601	\$ 529,555	-3.0%
\$ 2,840,341	\$ 2,713,193	4.7%
\$ 884,920	\$ 856,255	3.3%
\$ 2,867,620	\$ 2,819,295	1.7%
\$ 665,607	\$ 690,456	-3.6%
\$ 837,553	\$ 792,139	5.7%
\$ 1,281,955	\$ 1,553,784	-17.5%
\$ 864,533	\$ 960,330	-10.0%
\$ 57,462	\$ 52,682	9.1%
\$ 1,372,964	\$ 1,532,816	-10.4%
\$ 13,635,831	\$ 14,141,059	-3.6%

District	Y-T-D Vehicle Entries by Management Unit		
Eastern	960,392	952,685	0.8%
Western	1,086,697	1,178,839	-7.8%
Southern	659,030	704,387	-6.4%

Y-T-D Toll Revenue by Management Unit		
\$ 2,372,131	\$ 2,436,028	-2.6%
\$ 1,948,536	\$ 1,952,592	-0.2%
\$ 1,044,127	\$ 1,138,630	-8.3%

Y-T-D Total Revenue by Management Unit		
\$ 4,803,216	\$ 4,883,303	-1.6%
\$ 5,255,701	\$ 5,158,144	1.9%
\$ 3,576,914	\$ 4,099,612	-12.7%

## ACTIVITY REPORT - GOLF

GOLF COURSE	MONTHLY ROUNDS		
	Current Year	Previous Year	Change
Wolcott Mill	0	21	-100.0%
Stony Creek	663	943	-29.7%
Indian Springs	65	69	-5.8%
Kensington	640	518	23.6%
Huron Meadows	363	981	-63.0%
Hudson Mills	0	0	-
Willow	42	74	-43.2%
Lake Erie	482	168	186.9%
Total Regulation	2,255	2,774	-18.7%
LSC Par 3	18	71	-74.6%
L. Huron Par 3	0	167	-100.0%
Total Golf	2,273	3,012	-24.5%

ROUNDS Y-T-D		
Current Year	Previous Year	Change
15,195	17,205	-11.7%
34,887	35,201	-0.9%
23,714	23,664	0.2%
30,749	33,380	-7.9%
23,468	25,639	-8.5%
16,166	12,085	33.8%
18,403	20,406	-9.8%
19,751	21,004	-6.0%
182,333	188,584	-3.3%
11,165	12,968	-
6,072	6,920	-12.3%
199,570	208,472	-4.3%

GOLF REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 286,155	\$ 349,330	-18.1%
\$ 843,712	\$ 845,162	-0.2%
\$ 551,787	\$ 550,042	0.3%
\$ 714,391	\$ 771,115	-7.4%
\$ 578,821	\$ 614,257	-5.8%
\$ 315,969	\$ 247,017	27.9%
\$ 425,097	\$ 490,155	-13.3%
\$ 433,141	\$ 479,535	-9.7%
\$ 4,149,073	\$ 4,346,613	-4.5%
\$ 66,781	\$ 65,885	-
\$ 37,399	\$ 34,400	8.7%
\$ 4,253,253	\$ 4,446,898	-4.4%

# HURON-CLINTON METROPARKS MONTHLY STATISTICS

November 2013

## ACTIVITY REPORT - SUMMER ACTIVITIES

SWIMMING	PATRONS		
	Current Year	Previous Year	Change
Lake St. Clair	0	0	-
KMP Splash	0	0	-
Lower Huron	0	0	-
Willow	0	0	-
Lake Erie	0	0	-
TOTALS	0	0	-

PATRONS Y-T-D		
Current Year	Previous Year	Change
38,418	55,876	-31.2%
44,942	55,863	-19.5%
94,190	119,434	-21.1%
15,972	21,744	-26.5%
39,269	42,119	-6.8%
232,791	295,036	-21.1%

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 153,032	\$ 165,986	-7.8%
\$ 195,121	\$ 185,675	5.1%
\$ 625,703	\$ 804,202	-22.2%
\$ 54,408	\$ 75,967	-28.4%
\$ 177,167	\$ 232,547	-23.8%
\$ 1,205,431	\$ 1,464,377	-17.7%

PARK	Seasonal Activities this Month		
	Current Year	Previous Year	Change
Lake St. Clair			
Welsh Center	5	9	-44.4%
Shelters	0	0	-
Boat Launches	31	39	-20.5%
Marina	0	0	-
Mini-Golf	0	0	-
Stony Creek			
Disc Golf Daily	413	799	-48.3%
Disc Golf Annual	0	0	-
Total Disc Golf	413	799	-48.3%
Shelters	8	14	-42.9%
Boat Rental	0	0	-
Boat Launches	0	6	-100.0%
Indian Springs			
Shelters	2	0	#DIV/0!
Event Room	4	3	33.3%
Kensington			
Disc Golf Daily	274	58	372.4%
Disc Golf Annual	1	0	#DIV/0!
Total Disc Golf	275	58	4
Shelters	15	17	-11.8%
Boat Rental	0	0	-
Huron Meadows			
Shelters	0	0	-
Boat Rental	0	0	-
Hudson Mills			
Disc Golf Daily	251	486	-48.4%
Disc Golf Annual	0	2	-100.0%
Total Disc Golf	251	488	-48.6%
Shelters	4	3	33.3%
Canoe Rental	0	0	-
Lower Huron / Willow / Oakwoods			
LH Shelters	5	12	-58.3%
Willow Shelters	3	1	200.0%
Lake Erie			
Shelters	4	4	0.0%
Boat Launches	303	476	-36.3%
Marina	N/A	N/A	N/A

Seasonal Activities Y-T-D		
Current Year	Previous Year	Change
61	82	-25.6%
442	522	-15.3%
6,793	7,498	-9.4%
2,770	3,160	-12.3%
10,089	11,401	-11.5%
24,535	24,135	1.7%
88	67	31.3%
24,623	24,202	1.7%
474	469	1.1%
15,938	17,297	-7.9%
1,750	2,364	-26.0%
45	46	-2.2%
56	49	14.3%
31,829	29,761	6.9%
121	103	17.5%
31,950	29,864	7.0%
479	508	-5.7%
15,428	13,522	14.1%
23	38	-39.5%
341	395	-13.7%
13,216	17,039	-22.4%
123	127	-3.1%
13,339	17,166	-22.3%
141	162	-13.0%
5,717	5,928	-3.6%
255	286	-10.8%
130	170	-23.5%
93	106	-12.3%
15,510	16,903	-8.2%
N/A	N/A	N/A

Seasonal Revenue Y-T-D		
Current Year	Previous Year	Change
\$ 18,150	\$ 29,900	-39.3%
\$ 78,605	\$ 68,824	14.2%
NA	NA	NA
\$ 26,129	\$ 30,633	-14.7%
\$ 36,014	\$ 28,735	25.3%
\$ 42,826	\$ 45,729	-6.3%
\$ 3,560	\$ 3,110	14.5%
\$ 46,386	\$ 48,839	-5.0%
\$ 89,430	\$ 73,055	22.4%
\$ 136,586	\$ 141,445	-3.4%
N/A	N/A	N/A
\$ 9,000	\$ 7,000	28.6%
\$ 73,819	\$ 63,718	15.9%
\$ 63,774	\$ 59,345	7.5%
\$ 5,460	\$ 4,828	13.1%
\$ 69,234	\$ 64,173	7.9%
\$ 98,775	\$ 80,100	23.3%
\$ 184,404	\$ 158,430	16.4%
\$ 4,600	\$ 5,900	-22.0%
\$ 6,286	\$ 6,162	2.0%
\$ 26,432	\$ 34,078	-22.4%
\$ 5,790	\$ 6,110	-5.2%
\$ 32,222	\$ 40,188	-19.8%
\$ 28,050	\$ 24,850	12.9%
\$ 24,783	\$ 26,864	-7.7%
\$ 53,450	\$ 45,250	18.1%
\$ 25,850	\$ 26,690	-3.1%
\$ 16,950	\$ 16,625	2.0%
N/A	N/A	N/A
\$ 178,312	\$ 177,364	0.5%

**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**November 2013**

PARK	Winter Sports this Month		
	Current Year	Previous Year	Change
Lake St. Clair			
XC Skiers	0	0	-
Ice Skaters	0	0	-
Ice Fishermen	0	0	-
Stony Creek			
XC Skiers	0	0	-
Ice Skaters	0	0	-
Sledders	0	0	-
Ice Fishermen	0	0	-
Indian Springs			
XC Skiers	0	0	-
Sledders	0	0	-
Kensington			
XC Skiers	0	0	-
Ice Skaters	0	0	-
Sledders	0	0	-
Ice Fishermen	0	0	-
Huron Meadows			
XC Skiers	0	0	-
Ice Fishermen	0	0	-
Hudson Mills			
XC Skiers	0	0	-
Lower Huron			
Ice Skaters	0	0	-
Willow			
XC Skiers	0	0	-
Ice Fishing	0	0	-
Sledders	0	0	-
Lake Erie			
XC Skiers	0	0	-
Sledders	0	0	-
Fishing	658	867	-24.1%

Winter Sports Y-T-D		
Current Year	Previous Year	Change
17	7	142.9%
265	12	2108.3%
6,954	791	779.1%
1,994	570	249.8%
1,066	0	#DIV/0!
6,929	1,130	513.2%
835	117	613.7%
258	33	681.8%
594	230	158.3%
1,517	202	651.0%
564	0	#DIV/0!
3,363	2,556	31.6%
372	35	962.9%
3,866	1,013	281.6%
142	0	#DIV/0!
614	160	283.8%
319	0	#DIV/0!
146	59	147.5%
57	0	#DIV/0!
1,592	919	73.2%
13	14	-7.1%
48	80	-40.0%
2,052	2,445	-16.1%

INTERPRETIVE FACILITIES

November 2013

TOTAL ATTENDANCE AND REVENUE	Monthly Attendance		YTD Attendance			Monthly Revenue		YTD Revenue		
	Current	Previous	Current	Previous	Change	Current	Previous	Current	Previous	Change
Lake St Clair	5,463	5,026	115,420	175,516	-34.2%	\$ 1,658	\$ 572	\$ 19,674	\$ 16,225	21.3%
Wolcott Mill	4,140	2,218	52,162	39,629	31.6%	\$ 115	\$ 583	\$ 8,467	\$ 10,390	-18.5%
Wolcott Farm	2,006	6,047	141,598	144,838	-2.2%	\$ 1,786	\$ 1,489	\$ 54,708	\$ 54,361	0.6%
Horse/Tractor Rides						\$ -	\$ -	\$ 10,706	\$ 2,962	100.0%
Livestock/Produce						\$ 25,140	\$ 22,944	\$ 72,534	\$ 75,174	-3.5%
Stony Creek	11,566	18,873	149,315	223,794	-33.3%	\$ 2,453	\$ 1,845	\$ 29,079	\$ 29,524	-1.5%
Indian Springs	5,549	5,421	102,572	95,844	7.0%	\$ 2,447	\$ 1,388	\$ 40,994	\$ 40,479	1.3%
Kensington NC	17,721	20,643	308,668	317,763	-2.9%	\$ 1,105	\$ 1,722	\$ 25,170	\$ 19,115	31.7%
Kensington Farm	3,721	586	300,523	346,849	-13.4%	\$ 4,373	\$ 5,250	\$ 47,662	\$ 41,307	15.4%
Horse/Tractor Rides						\$ 530	\$ 1,744	\$ 31,191	\$ 32,704	-4.6%
Livestock/Produce						\$ 623	\$ 826	\$ 16,116	\$ 14,279	12.9%
Mobile Center	965	1,469	24,186	27,390	-11.7%	\$ 2,333	\$ 2,389	\$ 20,348	\$ 17,406	16.9%
Hudson Mills	3,716	3,519	41,163	44,286	-7.1%	\$ 798	\$ 1,019	\$ 15,823	\$ 17,005	-7.0%
Oakwoods	9,674	16,025	132,529	142,218	-6.8%	\$ 2,321	\$ 2,867	\$ 21,054	\$ 19,434	8.3%
Lake Erie	10,676	13,290	139,714	158,390	-11.8%	\$ 531	\$ 1,434	\$ 10,584	\$ 11,415	-7.3%
Totals	75,197	93,117	1,507,850	1,716,517	-12.2%	\$ 46,213	\$ 46,072	\$ 424,110	\$ 401,779	5.6%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance				Other Visitors	
	Programs		Attendance		Programs		Attendance			
	Current	Previous	Current	Previous	Current	Previous	Current	Previous	Current	Previous
Lake St Clair	35	47	946	792	7	14	389	174	4,128	4,060
Wolcott Mill	5	9	136	559	1	2	2,000	187	2,004	1,472
Wolcott Farm	17	15	521	565	1	2	82	1,800	1,403	3,682
Stony Creek	37	20	1,351	1,455	6	15	444	1,204	9,771	16,214
Indian Springs	56	39	1,346	1,434	3	-	90	-	4,113	3,987
Kensington NC	44	50	1,358	1,439	-	7	-	319	16,363	18,885
Kensington Farm	32	46	180	567	-	-	-	-	3,541	19
Mobile Center	41	54	965	1,469	-	-	-	-		
Hudson Mills	8	16	216	418	-	4	-	101	3,500	3,000
Oakwoods	54	81	1,319	2,512	3	4	108	112	8,247	13,401
Lake Erie	13	34	276	1,029	7	-	275	-	10,125	12,261
Totals	342	411	8,614	12,239	28	48	3,388	3,897	63,195	76,981