

AGREEMENT BETWEEN  
THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER  
AND  
THE CITY OF ANN ARBOR  
FOR A GREEN INFRASTRUCTURE MAINTENANCE PROGRAM

This Agreement (“Agreement”) is made and entered into this \_\_\_ date of \_\_\_\_\_, 2019, by and between Washtenaw County, on behalf of the Washtenaw County Water Resources Commissioner, hereinafter referred to as “County,” and the City of Ann Arbor, a Michigan municipal corporation, hereinafter referred to as “City,” for the purpose of fixing the rights and obligations of the parties relative to the Rain Garden Program, hereinafter referred to as the “Program.” Relevant details of the Program are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Whereas, Stormwater and water quality have become a priority for the City, resulting in an increased installation of Green Infrastructure;

Whereas, it is beneficial to the environment and the community to install Green Infrastructure to promote stormwater infiltration, reduce stormwater volumes, and improve stormwater quality;

Whereas, The City of Ann Arbor has a long standing history of successful collaboration with the Washtenaw County Water Resources Commissioner (WCWRC);

Whereas, It is desirable to continue this collaboration;

Whereas, The WCWRC has staff that are experts in Green Infrastructure maintenance;

Therefore, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the City and the County agree:

1. The County shall implement a Green Infrastructure Maintenance Program, agreed upon mutually by both parties, which includes coordinating volunteers and subcontractors for maintenance activities.
2. The costs of this Green Infrastructure Maintenance Program shall be borne by the City. The City will pay the costs of these programs as listed in Exhibit A of this Agreement.
3. The Washtenaw County Water Resources Commissioner’s Office shall hire and provide administrative and IT support for a full-time, Green Infrastructure Maintenance Program Coordinator position to administer this program.
4. The period of this contract is one year, from July 1, 2019, to June 30, 2020.

5. The County, through the Washtenaw County Water Resources Commissioner, will administer the program, with input from the City.

Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the Washtenaw County Water Resources Commissioner or the City of Ann Arbor, respectively.

CITY OF ANN ARBOR

WCWRC

By: \_\_\_\_\_  
Howard Lazarus (DATE)  
City Administrator

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Executive

APPROVED AS TO SUBSTANCE:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Craig Hupy, P.E. (DATE)  
Public Services Area Administrator

\_\_\_\_\_  
Evan N. Pratt, P.E. (DATE)  
Water Resources Commissioner

APPROVED AS TO FORM AND CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen K. Postema (DATE)  
City Attorney

\_\_\_\_\_  
Curtis N. Hedger (DATE)  
Corporation Counsel

ATTESTED TO:

\_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

## EXHIBIT A

### **FY2020 Green Infrastructure Maintenance Program**

#### **Goals:**

- To improve water quality in rivers, lakes and streams by capturing and infiltrating storm water runoff from impervious surfaces at the point of concentration.
- To establish Green Infrastructure as a viable method of infiltrating runoff by providing well-maintained, attractive examples in the community.

#### **Objectives:**

- Appropriately maintain the City's publically-owned Green Infrastructure System
- Engage in outreach and publicity promoting the value of Green Infrastructure.

#### **Financial:**

- The County shall submit quarterly invoices to the City including all staff time (at a fully burdened billable rate).
- Annual payment for services shall not exceed \$165,000 for the 1-year service period.