

AGREEMENT BETWEEN  
THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER  
AND  
THE CITY OF ANN ARBOR  
FOR STORMWATER SERVICES

Insert New  
Resolution Number

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ date of \_\_\_\_\_, 2024, by and between Washtenaw County, on behalf of the Washtenaw County Water Resources Commissioner, and the City of Ann Arbor, a Michigan municipal corporation, for the purpose of fixing the rights and obligations of the parties relative for Stormwater Services, hereinafter referred to as the "Services." Relevant details of the Program are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

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

Whereas, It is desirable to continue this collaboration;

Whereas, Stormwater and flooding issues have become a priority for the City, resulting in an increased level of service and work effort being required of Washtenaw County Water Resources Commissioner;

Whereas, It is beneficial to the environment and the community to install rain gardens, infiltration systems and green infrastructure to promote stormwater infiltration, reduce stormwater volumes, and clean stormwater;

Whereas, Rain gardens, infiltration systems and green infrastructure installed upstream in the headwaters of a watershed are the most effective, consequently, capturing runoff from privately-owned impervious roofs and driveways in the community and infiltrating it via rain gardens will make a positive impact on downstream water quality;

Whereas, Community members who have installed their own rain garden become advocates and sources of information about rain gardens;

Whereas, Installing well-maintained, attractive City-owned and managed rain gardens, infiltration systems and green infrastructure provide a visible advertisement for others to install rain gardens on their own property;

Whereas, A rain garden program, infiltration systems and green infrastructure fit the need for both entities to engage in public involvement, public participation, public education and post-construction stormwater best management practices under the NPDES stormwater permitting program;

Whereas, The City of Ann Arbor and the Washtenaw County Water Resources Commissioner have successfully collaborated on a 25-year program that provided stormwater services to the City, including applications and administration of grants and loans, project coordination and miscellaneous services; and

Whereas, Funding for these services are included in the approved FY 2025 System's Planning Stormwater Operations and Maintenance budget and from subsequent years' budgets, if so approved by Council;

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 Washtenaw County Water Resources Commissioner's Office shall provide resources and expertise required to administer the Stormwater Services, in collaboration with the City of Ann Arbor, based on attached work plan — Exhibit A.

2. The Washtenaw County Water Resources Commissioner's Office shall dedicate administrative and IT support for the Stormwater Services, in collaboration with the City of Ann Arbor.
3. The period of this contract is six years, from July 1, 2024, to June 30, 2030, subject to the availability of funding in the budget of each. This Contract may be renewed for up to five additional 1-year periods subject to an annual price adjustment not to exceed 3% and subject to the annual appropriation of funds.
4. The City and the County shall jointly fund a Rain Garden Assistance Program, which includes assisting landowners with installation of their own rain gardens.
5. The City and the County shall jointly fund a Master Rain Gardener Certification program, which shall train and support individuals to design and install rain gardens.
6. The costs of these rain garden programs shall be shared by the City and the County. The City will contribute to the costs of these programs as listed in Exhibit A of this Agreement.

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**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE

By \_\_\_\_\_  
Milton Dohoney Jr., City Administrator

By \_\_\_\_\_  
Sue McCormick, Interim Public Services  
Area Administrator

APPROVED AS TO FORM

By \_\_\_\_\_  
Atleen Kaur, City Attorney

#### **WASHTENAW COUNTY**

By \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Evan Pratt (DATE)  
Department Head

APPROVED AS TO FORM:

By \_\_\_\_\_  
Michelle K. Billard (DATE)  
Office of Corporation Counsel

ATTESTED TO:

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

## EXHIBIT A

### SCOPE OF SERVICES

#### 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 provide collaborative stormwater services that benefit the City, including applications and administration of grants and loans, project coordination and miscellaneous services; and
- To establish rain gardens as a viable method of infiltrating runoff by providing well-maintained, attractive examples in the community as inspiration to others to install rain gardens on their own property.
- To train members of the community who are committed to pass along this knowledge to others.
- To create a network of functioning, attractive rain gardens throughout the county.
- To meet requirements under the NPDES storm water permitting program by engaging in public involvement, public participation, public education and post-construction storm water best management practices.
- To enable residents to design raingardens that meet eligibility requirements for the City's Stormwater Utility Credit Program.

#### County of Washtenaw

The County shall perform, or contract for the performance of, the following Stormwater Services:

- Offer a Master Rain Gardener Certification program, which shall train and support individuals to design and install rain gardens. The class will be five 3-hour classes, with room for 30+ trainees, and open to the general public.
- Offer onsite design and build consultation for Ann Arbor residents who wish to build a rain garden.
- Provide ongoing coordination and support of a community of Rain Gardeners, who can spread knowledge and hands on experience about rain gardens to others in the broader community.
- Engage in outreach and publicity promoting the value of creating Rain Gardens.
- Participate in the City of Ann Arbor's capital improvement plan (CIP) process and coordinate with the Michigan Department of Environment, Great Lakes and Energy (EGLE)'s Project Priority List for grant and loan eligibility.
- Provide the Michigan Department of Environment, Great Lakes and Energy (EGLE) with pollutant removal and cost figure updates for Capital Improvements that are loan-eligible in the State Revolving Loan Fund Project Plan.
- Submit necessary grant and loan documents to receiving EGLE funding for projects within county drain drainage districts. Coordinate all requisite processes with City Project Management and Systems Planning staffs. Manage project milestone schedules and budgets.
- Complete all necessary reporting and compliance required of various grant and loan projects.
- Conduct project management services for capital improvement projects located on county drains.
- Procure engineering and contractor services, when appropriate.
- Manage reimbursements from the EGLE.
- Provide general consulting and resource requests relevant to grant and loan programs.
- Coordinate public engagement on collaborative projects.
- Manage contracts for USGS stream gauges on county drains within the City.
- Attend/facilitate various citizen, community and staff meetings upon request.
- Assist in development of the Stormwater Best Management Practices (BMP) Maintenance Manual.
- Assist in implementation of the Stormwater BMP Maintenance Manual upon request.
- Manage maintenance of key green infrastructure assets within the city and engage community volunteers in that effort. Contract services as necessary.
- Review plans for new green infrastructure assets and provide inspection during key phases of construction to ensure success of new green infrastructure assets.
- Meet quarterly to coordinate collaborative initiatives.

**City of Ann Arbor**

The City shall perform, or contract for the performance of, the following elements of the Stormwater Services:

- Facilitate County engagement with the CIP process.
- Coordinate and/or participate in project-related public engagement.
- Petition for stormwater improvements.
- When appropriate, share GIS data, soil borings and other technical information related to collaborative projects.
- Direct County staff as to priorities and project implementation timelines and budgets.
- Meet quarterly to coordinate collaborative initiatives.

**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 \$360,000 for FY 25. Succeeding annual contracts shall increase by no more than 3% each year

