

**AGREEMENT
MALLETT'S CREEK DRAIN**

THIS AGREEMENT, made and entered into this _____ day of _____ 2020, by and between the Malletts Creek Drain Drainage District ("Drainage District"), a public corporation under the jurisdiction of the Statutory Drainage Board, by and through the Washtenaw County Water Resources Commissioner ("Commissioner"), whose address is 705 N. Zeeb Rd., Ann Arbor, MI 48103, and the City of Ann Arbor, a public corporation, whose address is 301 E. Huron St., Ann Arbor, MI 48104 ("City").

WITNESSETH:

WHEREAS, the Malletts Creek Drain ("Drain") is a county drain established pursuant to Act 40 of the Public Acts of 1956 ("Drain Code"), as amended; and

WHEREAS, the City of Ann Arbor has requested that the District construct a detention basin in Eisenhower Park/Churchill Park with a total storage volume of 10.8 acre-ft, in the District; and

WHEREAS, the City of Ann Arbor has agreed to pay for all costs relating to the construction of the detention basin in Eisenhower Park/Churchill Park.

NOW THEREFORE, the parties agree as follows:

1. The work will be performed consistent with best management practices, including for soil erosion and sedimentation control. The Drainage District shall perform the inspections of the work during construction.
2. Before any work pursuant to this Agreement, the contractor performing the work shall provide the drainage district a Certificate of Commercial General Liability Insurance for the duration of the work with a per occurrence/aggregate limit of, at minimum, \$1,000,000.00. Such insurance policies shall list the Drainage District as an additional named insured.
3. The City shall pay all related costs incurred by the Drainage District, including all engineering, inspection, easement acquisition, recording, permitting, legal and administrative expenses and costs attendant to this Agreement. The Work has been bid and the costs are estimated to total three million fifty thousand dollars (\$3,050,000.00).

4. The Commissioner will invoice the City on December 31st 2020, for the cost of the work incurred to date. Once construction begins, the Commissioner will continue to invoice the City for cost incurred on a monthly basis until the work is complete.
5. Each party hereto represents and warrants to the other that it has full power and authority to enter into this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF ANN ARBOR

By: Christopher Taylor
Its: Mayor

By: Jacqueline Beaudry
Its: Clerk

Approved as to Substance:

Howard S. Lazarus, City Administrator

Craig Hupy, Public Services Area Administrator

Approved as to Form and Content:

Stephen K. Postema, City Attorney

MALLETTS CREEK DRAIN DRAINAGE DISTRICT

Evan N. Pratt, Chair
Statutory Drainage Board

ACKNOWLEDGEMENTS

STATE OF MICHIGAN)
)ss.
COUNTY OF)

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared Jacqueline Beaudry, Clerk on behalf of City of Ann Arbor, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

_____) Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County, personally appeared Evan N. Pratt, Washtenaw County Water Resources Commissioner, on behalf of the Malletts Creek Drain Drainage District, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Scott Miller, Notary Public
State of Michigan, County of Washtenaw
My Commission Expires: August 4, 2021
Acting in the County of Washtenaw