

**INTERGOVERNMENTAL AGREEMENT
FOR PHASE II STORM WATER NPDES GENERAL PERMIT
WATERSHED PLANNING AND ASSISTANCE WITH PERMIT COMPLIANCE FOR THE
LIVINGSTON COUNTY WATERSHED ADVISORY GROUP**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2024, by the COUNTY OF LIVINGSTON (“County”), and the LIVINGSTON COUNTY ROAD COMMISSION (“LCRC”), the CITY OF BRIGHTON, BRIGHTON TOWNSHIP, GREEN OAK TOWNSHIP, HAMBURG TOWNSHIP, HARTLAND TOWNSHIP, and the VILLAGE OF PINCKNEY, (hereinafter referred to individually as a “Participant” or collectively as the “Participants.”).

IT IS AGREED THAT:

The Participants are subject to the requirements of the Phase II Storm Water Regulations (the “Phase II Regulations”), 33 USC § 1251, *et seq.*, published by the United States Environmental Protection Agency (“EPA”) in the Federal Register on December 8, 1999; and

The Participants have formed the Livingston County Watershed Advisory Group and have applied for coverage under and are subject to the requirements of the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) National Pollutant Discharge Elimination System (“NPDES”) General Permit for Storm Water Discharges from Municipal Separate Storm Sewer Systems (“MS4s”); and

The Board of Commissioners of the County of Livingston has approved the Livingston County Drain Commissioner (“LCDC”), as agent for the County, to implement and comply with NPDES General Permit Requirements.

The Participants have agreed to cooperate and actively engage in the activities necessary to enable the Participants to comply with the Phase II Regulations; and

The Participants are authorized to enter into an Agreement for a term up to but not beyond December 31, 2029, whereby the Participants shall pay the County for such services; and

In order to provide for such services, it is necessary that the County and the other Participants enter into this Agreement.

THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The Agreement shall become effective after approval by the governing body of each Participant and shall cover the period up to **December 31, 2029**, unless extended by the parties in writing; may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
2. The Participants hereby approve and agree that the County shall provide such services hereunder as are necessary (all such services being hereinafter collectively referred to as the “Services”) to assist the Participants in complying with the General Permit and Phase II Regulations planning requirements and in other related watershed management activities within the subwatershed. This Agreement will cover the facilitation of planning meetings, assistance with implementing priority activities in the Watershed Management Plan, assistance in Stormwater Management Plan revisions, and assistance in the reapplication for permit coverage. The services are detailed in the attached Contract between the County and the Huron River Watershed Council (“HRWC”).
3. The LCDC, as agent for the County, will chair, facilitate and oversee the operation of the planning meetings and coordinate actions among Participants. The County shall engage such consultants, assistants, attorneys, and employees as may be necessary to provide the Services and shall make all necessary rules governing the operation of the planning meetings and the provision of the Services. The LCDC, as chair, shall call the meetings, provide a location for the meeting, establish agendas, establish subcommittees and perform other functions as needed to assist the group in meeting permit responsibilities. Meeting notices will be prepared and

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e-mailed or mailed by the LCDC to all Participants and interested parties at least one (1) week prior to each meeting. The LCDC will assume responsibility for preparing minutes and meeting summaries which will be sent to Participants and interested parties upon request prior to the next scheduled meeting.

4. The Participants (voting members) of the Livingston County Watershed Advisory Group shall consist of the LCDC, the LCRC, the City of Brighton, Brighton Township, Green Oak Township, Hamburg Township, Hartland Township, the Village of Pinckney, and any other appropriate regulated public entities that enter into this Agreement and share in the cost of Services. EGLE, Southeast Michigan Council of Governments (“SEMCOG”), HRWC, other communities, agencies, consultants or organizations, and individual citizens may participate as non-voting members and receive notice of meetings on request.
5. Representatives from each Participant shall be designated by the governing body of the Participant and shall actively and faithfully participate in all subwatershed planning activities. The Participants, through their representative, shall provide to the planning committee all information and materials necessary to comply with the General Permit and the needs of the committee. The committee shall meet as needed, at minimum annually.
6. The Livingston County Watershed Advisory Group will serve as a forum for discussion and will be expected to reach decisions through consensus of the Participants. When an official action is required and consensus cannot be reached, the group will take action based upon a majority vote of the Participants. Each Participant will have one (1) vote. All decisions of the group will be recorded and distributed to all Participants. Each Participant shall have an opportunity to vote, regardless of attendance of an official meeting, through written opposition or approval.
7. The cost of the Services to be provided by the County pursuant to this Agreement is presently estimated to be a maximum \$65,746.05 annually, which estimate is hereby approved by the Participants. The share of the cost of such Services are to be borne by the Participants in the following appropriation: thirty-five percent (35%) each by LCDC and LCRC, and five percent (5%) each by the City of Brighton, Brighton Township, Green Oak Township, Hamburg Township, Hartland Township, and the Village of Pinckney.
8. Each Participant agrees to pay the County its share, as set forth in Section 6 of this Agreement, promptly upon receipt of an invoice for the same from the County, but no later than thirty (30) days after receipt. Subject to Section 8, Participants shall not be responsible for any costs for Services that exceed estimated costs unless such additional costs have been approved by three-fourths ($\frac{3}{4}$) of the Participants in writing. If such additional costs are so approved, each Participant agrees to pay its revised share of such costs promptly upon receipt of an invoice for the same from the County, but no later than thirty (30) days after receipt.
9. The Participants have agreed to contribute up to \$10,000.00 in annual contingency funds, which shall be used at the discretion of the Participants for watershed management activities. If contingency funds are used, the total cost of the Services may exceed \$65,746.05 annually. The Participants agree that the decision to contribute and use contingency funds shall be made by majority vote of the Participants. The share of the cost of such contingency funds are to be borne by the Participants in the following appropriation: thirty-five percent (35%) each by LCDC and LCRC, and five percent (5%) each by the City of Brighton, Brighton Township, Green Oak Township, Hamburg Township, Hartland Township, and the Village of Pinckney.
10. The payments made by the Participants pursuant to Sections 6, 7, and 8 shall be used solely and only to pay for the Services as contemplated by this Agreement.
11. The parties hereto agree that the costs and expenses of any claims or lawsuits arising directly or indirectly out of this Agreement or the performance of the Services, including, but not limited to, satisfaction of settlements and judgments, to the extent that such costs and expenses are chargeable against the County, shall be deemed to constitute part of the cost of the Services and shall be paid by the Participants in the same manner as herein provided with respect to other costs of the Services.

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12. In the event that any one (1) or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. Notwithstanding any other provision in this Agreement to the contrary, any of the Participants to this Agreement may terminate their participation in this Agreement upon not less than one hundred eighty (180) days prior written notice to each of the other Participants. The terminating Participant shall continue to fulfill its obligations and to make payments as required by this Agreement up to the effective date of termination. In the event a Participant elects to terminate its participation in this Agreement, the remaining Participants shall have the option of terminating this Agreement on a date mutually agreed upon by such remaining Participants or, in the alternative, continue with the Agreement and reach an agreement to divide among the remaining Participants the responsibility for paying the sums which had been the obligation of the terminating Participant.
14. The Participants, as required by law, shall not discriminate against a person to be served, an employee, or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation, or beliefs.

The Participants shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliot-Larsen Civil Rights Act, 1976, PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.
- d) The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 327 (42 USCA §12101 et seq.), as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement. In the event a Participant is found not to be in compliance with this Section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Participant.

15. Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written approval by a majority of the Participants.
16. The persons signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

[Signature page to follow]

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

Witnesseth:

_____	By: _____
_____	Its: _____
_____	By: _____
_____	Its: _____
_____	By: _____
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Witnesseth:

_____ By: _____

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**APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: MATTIS D. NORDEJORD 8/19/2024**

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