



# CITY OF PUYALLUP

## Public Works Engineering

333 South Meridian  
Puyallup WA 98371  
253.841.5593 Fax 253.841.5484  
www.cityofpuyallup.org

## Puyallup's Rain Garden Program

### *Rain Garden Cost-Share Agreement*

#### Overview

The City of Puyallup Rain Garden Program is designed to provide education and outreach to residents on the benefits and application of green stormwater infrastructure (GSI) including rain gardens, rainwater harvesting and permeable pavements while supporting water quality improvements through the application of low impact development (LID) techniques in our community. The program also promotes the installation of GSI by providing a cost-share structured program. As a participant in the program, you have agreed to have a rain garden installed on your property by a third-party contractor not associated with the City of Puyallup.

#### Agreement

This Cost-Share Agreement (AGREEMENT) pertains solely and exclusively to the division of costs between the City of Puyallup (CITY) and the Rain Garden Program Participant (PARTICIPANT). In consideration of the PARTICIPANT agreeing to install a rain garden on their property for the purpose of education and outreach as well as stormwater management and reduction of pollutant loading to our local waterways, the CITY agrees to pay for all necessary materials to install a rain garden and all disposal fees associated with existing materials that are necessary to be removed as part of this project. The PARTICIPANT agrees to pay for any and all labor costs associated with this project including excavation and removal of the existing lawn or landscape materials and installation of the new materials.

The estimated costs associated with both the PARTICIPANT-obligated amounts (PARTICIPANT COST) and CITY-obligated amounts (CITY COST) will be provided by a contractor(s) (CONTRACTOR) selected by the PARTICIPANT and pre-approved by the CITY for the labor, and by the CITY for the material supply. Prior to any materials being ordered or purchased or any labor being ordered or expended, the CITY and PARTICIPANT shall reach mutual agreement as to such costs. If mutual agreement is not able to be reached on the COST(s), this AGREEMENT will be considered null and void. If the material and labor COSTs have been accepted by both parties, the project may proceed.

Upon completion of the installed the rain garden, the PARTICIPANT assumes all rights, responsibilities, and obligations pertaining to the rain garden, The CITY shall have no obligations, duties, or responsibilities whatsoever to the PARTICIPANT or any other third-party who may benefit from this AGREEMENT, beyond the costs to purchase the materials as provided for in this AGREEMENT. The CITY does not in any manner provide a warranty or assume any liability whatsoever as to the quality or performance of any materials, labor, final product, or rain garden associated with this project.

The PARTICIPANT agrees to sign a Rain Garden Maintenance Covenant (Attachment 1). The PARTICIPANT agrees to abide by the Program Eligibility and Restrictions outlined in the Cost-Share Program Application (APPLICATION) (Attachment 2).



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### City of Puyallup

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

### Property Owner, Participant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

SAMPLE