

MEMORANDUM OF UNDERSTANDING
Between the Cuyahoga Soil and Water Conservation District
and the City of North Royalton

PURPOSE

NPDES Storm Water Permit (Minimum Control Measures 1 & 2)

Recognizing the need for effective collaboration in carrying out Clean Water Act responsibilities, especially related to National Pollutant Discharge Elimination System (NPDES) rules, the City of North Royalton (City) and the Cuyahoga Soil and Water Conservation District (District) accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the City as it plans for the development/redevelopment and conservation of its environment, as well as, water quality improvements. In making educational and technical assistance available to the City, the District hopes to influence local planning and regulatory capability toward better conservation of soil and water resources. The Ohio Revised Code, Chapter 1515, describes the District's authority for engaging in this Memorandum of Understanding (MOU).

For ease of understanding, this agreement is arranged according to the Minimum Control Measures for the National Pollutant Discharge Elimination System (NPDES) for Storm Water as defined with the Ohio Revised Code 3745-39-04 (B)(1) through (6).

Project Tasks Related to Public Involvement and Public Education Activities

Minimum Control Measures 1 & 2

The City and the District have mutually agreed to the Scope of Services listed related to public involvement and public education.

Annual Appropriation Related to Public Involvement and Public Education Activities

Minimum Control Measures 1 & 2

Annual appropriation for services related to public involvement and public education will not exceed **\$5,500**. The City will provide a Purchase Order for the annual appropriation to the District.

District's Role Related to Public Involvement and Public Education Activities

Minimum Control Measures 1 & 2

The District will work with the City to provide the public education and public involvement services listed in the City's Storm Water Management Plan and/or others as mutually agreed upon. The goal of the public involvement and public education program is to reach diverse stakeholders, including City residents, City staff, school children, etc. through the following services:

1. District staff will provide a yearly Outreach Strategy to City indicating the yearly theme, theme rationale, overall goal, and methods of outreach.
2. District staff will coordinate activities and facilitate their implementation with feedback from the City's Storm Water Manager or designee.
3. District staff will, upon request, attend a minimum of one Storm Water Task Force meeting for planning or reporting purposes.
4. District staff will attend City council meetings, as requested.
5. The District will create a poster for display purposes that can be used on an annual basis; District staff will work with the City to determine suitable locations for maximum exposure.
6. The District will assist the City in identifying a local storm water event, planning the event, assisting in event promotion, and assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, storm drain stenciling, rain barrel workshops, water festivals or other activities to engage the public.
7. On the City's behalf, the District will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be provided to the City for outreach efforts.
8. The District will provide 2-4 storm water or watershed-related factsheets for the City's display and/or other uses.
9. The District will provide articles for the City newsletter, as requested, 2 per year minimum. The District will work with the appropriate staff person to place the information in City publications.
10. The District will provide notices of educational programs or events for students and teachers in grades K-12, including, but not limited to Envirothon, Conservation Day, and Forestry Camp.
11. The District will host an annual teacher workshop or provide tools with current, age-related curricula related to soils, water quality, storm water and/or watersheds.
12. The District will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.
13. The District will provide an annual report of all activities completed under this mutual agreement, including types of stakeholders reached, attendance records and any data collected. Flyers, sign in sheets, etc. will be maintained by the District.

14. The District will coordinate watershed, wetland, stream and floodplain restoration planning, implementation and outreach services consistent with the Rocky River Watershed Action Plan and its supporting documents.

District's Role Related to General Technical Assistance

1. The District will provide limited technical services, related to erosion and sediment control and storm water management, specifically to assist in the development of local ordinances to promote universal application of best management practices at construction sites.
2. The District will provide limited technical advisory services to the City on matters related to
 - a. Sound storm water management through accepted best management practices
 - b. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development
 - c. Protection of sensitive natural areas
 - d. Small drainage systems and wildlife habitat enhancements

Agreed Procedures

- That the District is a conservation technical and education service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
- That the working relationship will be defined to include lines of communications with appropriate departments. The District and the City will meet at least once a year to coordinate a work plan and exchange information with the goal of developing a multi-disciplinary approach to resource management.
- The District will provide a written annual report, relevant to its role, as outlined in this MOU. The City will submit an Annual Report to the Ohio EPA, which will include, *but is not limited to* the report provided by the District, as required by its Storm Water Permit.
- That the standards and specifications developed by the City shall take precedence in planning and application of conservation measures. Where the City's policies are moot, the standards of the USDA, Natural Resources Conservation Service and the current edition of Ohio's "Rainwater and Land Development" manual will be used in planning and application of conservation measures.
- That all parties will review quality of service and address concerns as they arise.
- That credit will be given jointly to the District and the City in natural resource/ NPDES Phase II related publications prior to publication.
- The City recognizes the District's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
- All services of the District are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

- The City will provide a Purchase Order for the annual appropriation to the District.
- This agreement may be amended or terminated at any time by mutual consent of both parties, and the agreement may be terminated by either party giving (30) days notice in writing to the other.

In witness thereof, the Memorandum executed and agreed to on the day, month and year written:

Cuyahoga Soil & Water
Conservation District

City of North Royalton

By: Ruth Skuly
Chair

By: Robert Stefanik
Mayor

Date:

Date: