

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

This Memorandum of Understanding (“MOU”) is made this ___ day of _____, 201___ (“Effective Date”), between the Cuyahoga Soil and Water Conservation District (“SWCD” or “District”), and City of North Royalton (“City”), for providing assistance with public education and involvement and general technical assistance in implementing soil and water conservation measures.

Whereas, cooperation between SWCD and the City 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; and

Whereas, in making technical assistance and expertise available to the City, the SWCD seeks to influence local planning and regulatory capability toward better conservation of soil and water resources; and

Whereas, SWCD has authority to enter into this MOU with the City pursuant to Chapter 1515 of the Ohio Revised Code; and

Whereas, recognizing the need for effective collaboration in carrying out mandated responsibilities, especially related to the NPDES Storm Water Phase II permits, the City and SWCD agree to enter into this MOU as the document which describes the process for collaboration between the parties.

NOW, THEREFORE, the parties’ understanding is as follows:

I. Project Tasks

For ease of understanding, this agreement is arranged according in the order of the Six Minimum Controls for the National Pollutant Discharge Elimination System (NPDES) Phase II for Storm Water as defined with the Ohio Administrative Code 3745-39-04 (B)(1) through (6).

**A. District’s Role Related to Public Involvement and Public Education Activities
(Minimum Control Measures 1 & 2)**

SWCD, in collaboration with the City, agrees 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. SWCD will assist the City in reaching this goal by providing the following services:

1. SWCD staff will coordinate activities and facilitate their implementation with feedback from the City’s Storm Water Manager or designee.
2. SWCD staff will attend a minimum of one Storm Water Task Force meeting for planning or reporting purposes.

3. SWCD staff will attend City council meetings, as requested.
4. SWCD will create a poster for display purposes that can be used on an annual basis; staff will work with the City to determine suitable locations for maximum exposure.
5. SWCD will assist the City in planning a local storm water public event, in organizing the event, and assisting in event promotion. SWCD will also assist in identifying partnerships with various community stakeholders. An event may include stream clean up, drain stenciling, water festivals or other activities to engage the public.
6. On the City's behalf, the SWCD 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.
7. Provide 2-4 storm water or watershed-related factsheets for the City's display and/or other uses.
8. Provide articles for the City newsletter, as requested, 2 per year minimum. The SWCD will work with the appropriate staff person to place the information in City publications.
9. Draft 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.
10. SWCD will host an annual teacher workshop or provide tools that use current, age-related curricula related to soils, water quality, storm water and/or watersheds.
11. The SWCD 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.
12. The SWCD will provide an annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected.

B. District's Role Related to General Technical Assistance

1. The SWCD will provide technical expertise related to storm water management and erosion and sediment control in order to assist the City with drafting local ordinances that promote universal application of best management practices at construction sites.
2. The SWCD will provide limited technical advisory services to the City on matters related to the following:
 - 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; and
 - d. Small drainage systems and wildlife habitat enhancements.

C. Agreed Procedures

That the City agrees to appropriate to the District a grant not to exceed \$5,500.00 for each 12-month period following the Effective Date and the District agrees to use the grant funds for general operations of the District.

That the working relationship will be defined to include open lines of communications with appropriate departments. The SWCD 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.

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 agree to evaluate the program and quality of service and address concerns as they arise.

D. Miscellaneous provisions

- Regulatory authority. The parties agree and acknowledge that SWCD is an agency that provides non-regulatory public services, primarily focused on technical assistance and education, with no regulatory authority under the Ohio Revised Code.
- Coordination. The City and SWDC agree that that the working relationship will include lines of communications with appropriate departments. The SWCD 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 parties agree to review the quality of services and address concerns as they arise.
- Annual report. SWCD will provide to the City a written annual report, describing 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.
- Applicable standards. 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.
- Authorship. The parties agree that all articles published in natural resource/ NPDES Phase II related publications, that describe the public involvement and education activities that are part of the scope of this MOU, will name both the City and SWCD as authors.
- Public Records. The parties hereto acknowledge that the District is a political subdivision in the State of Ohio and as such, is subject to the Ohio Revised Code and other law related to the keeping of and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the District and the City, and any and all documents in any format or media.
- Non-discrimination. All services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- Authority. This MOU has been properly authorized pursuant to the legal requirements of the District and City. The individuals signing on behalf of the parties to this MOU are authorized to execute this MOU on behalf of District and City. City recognizes and agrees that no public official or employee of

District may be deemed to have apparent authority to bind the District to any contractual obligations not properly authorized.

II. Term

This MOU shall be in effect as of the Effective Date first written above and shall expire upon written mutual consent of the parties or upon thirty (30) days written notice from either party to the other that they are withdrawing from this MOU.

In witness thereof, the MOU is executed and agreed to on the day, month and year written above.

Cuyahoga Soil & Water
Conservation District

City of North Royalton

By: Ruth Skuly
Chair

By: Robert Stefanik
Mayor

Date:

Date: