

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

This Memorandum of Understanding (“MOU”) is made this ___ day of _____, 2014 (“Effective Date”), between the Cuyahoga Soil and Water Conservation District (SWCD) and City of Parma (“City”), for providing assistance with technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of a conservation program that promotes best practices for pollution prevention and corresponds with the City’s Municipal Separate Storm Sewer System permit.

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit, the City and the Cuyahoga SWCD 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. The Ohio Revised Code, Chapter 1515, describes the Cuyahoga SWCD’s authority for engaging in this Mutual Agreement.

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).

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

Project Tasks

The Cuyahoga SWCD and the City have mutually agreed to the scope of technical assistance related to conservation education, public involvement and implementation of pollution prevention on disturbed sites, including construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (≥ 1 acre) as required under the NPDES rules. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land (< 1 acre), and not covered under the NPDES rules, will be reviewed by the Cuyahoga SWCD as requested by the City.

The Cuyahoga SWCD will: (i) perform storm water pollution prevention plan (SWP3) reviews for proposed development, redevelopment and infrastructure renovation projects; (ii) perform abbreviated construction plan reviews, as requested by the City; (iii) perform field reviews of active construction projects; (iv) perform long-term maintenance field reviews of post-construction water quality facilities; and (vii) provide written technical advisory reports detailing plan review recommendations, site conditions, and recommendations for compliance and/or maintenance activities needed.

Cuyahoga SWCD’s Role Related to Public Involvement and Public Education Activities
(NPDES, Minimum Control Measures 1 and 2)

The Cuyahoga SWCD 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. Cuyahoga SWCD staff will coordinate activities and facilitate their implementation with feedback from the City's Storm Water Manager or designee.
2. Cuyahoga SWCD staff will provide a yearly Outreach Strategy to City indicating the yearly theme, theme rationale, overall goal, and methods. Additionally, the Outreach Strategy will outline Public Involvement and Public Education outreach messages, rationale, measurable goals, target audiences, delivery methods and tracking/evaluation techniques.
3. Cuyahoga SWCD staff will attend a minimum of one Storm Water Task Force meeting for planning or reporting purposes.
4. Cuyahoga SWCD staff will attend City council meetings, as requested.
5. Cuyahoga 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.
6. Cuyahoga SWCD will assist the City in identifying a local storm water event, in planning the event and assisting in event promotion. Assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, storm drain stenciling, water festivals or other activities to engage the public.
7. On the City's behalf, the Cuyahoga 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.
8. The Cuyahoga SWCD will provide 2-4 storm water or watershed-related fact sheets for the City's display and/or other uses.
9. The Cuyahoga SWCD will 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.
10. The Cuyahoga SWCD 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 Cuyahoga SWCD 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 Cuyahoga 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.
13. The Cuyahoga SWCD 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 Cuyahoga SWCD.
14. Within the Baldwin Creek Watershed portion of the city, the Cuyahoga SWCD will provide watershed restoration planning, implementation and outreach services consistent with the Rocky River Watershed Action Plan and its supporting documents.

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

1. The City will provide an annual appropriation of \$5,500 for the Public Involvement and Public Education Program.

2. The City will designate a Storm Water Task Force Manager, someone to serve as the City's liaison for complying with the public involvement and public education program.
3. The City will disseminate program information in a timely manner through channels identified in the Outreach Strategy.
4. The City will provide assistance to the program coordinator related to activities such as improvement days, storm drain stenciling, and other public involvement activities; and will provide information necessary for watershed planning administration activities.
5. The City will provide contact names, addresses and phone numbers of local leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through an outreach program.

Cuyahoga SWCD's Role Related to Storm Water Pollution Prevention Activities

(NPDES, Minimum Control Measures 4 and 5)

1. The Cuyahoga SWCD will provide technical assistance, related to storm water pollution prevention and storm water quality management, as requested, including:
 - a. Review of development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio's Rainwater and Land Development standard guidance manual;
 - b. Provide rapid field assessment of soils and soil quality;
 - c. Provide an annual report of all activities undertaken (including copies of any other data collected);
 - d. Provide guidance for storm water management plan updates in accordance with NPDES regulations.
2. The annual conservation program will include technical assistance related to NPDES covered construction activities of an estimated of : (i) 1-3 active construction sites (≥ 1 acre); (ii) initial SWP3 review (≥ 1 acre); (iii) subsequent SWP3 review (≥ 1 acre); (iv) technical advisory inspection and reporting (12 per year per site) once construction begins; and (v) 28-30 annual long-term maintenance field reviews, including rapid field assessment, of post-construction water quality facilities. Plan review of abbreviated construction plans will be performed as requested by the City.
3. The Cuyahoga SWCD will also provide technical advice on planning issues, including:
 - a. Technical assistance on local legislation if the City pursues universal application of accepted best management practices at construction sites;
 - b. Sound *storm water* management;
 - c. Protection of sensitive natural areas;
 - d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development;
 - e. Recommendations for stream bank and wetlands restoration, slope erosion control; and small drainage systems and wildlife habitat enhancements

City's Role Related to Storm Water Pollution Prevention Activities

1. The City will provide an annual appropriation, not to exceed \$6,000, for technical assistance related to NPDES covered construction activities.
2. The City will designate someone to serve as the City's liaison for the storm water pollution prevention program.

3. The City will recognize the environmental and economic functions of naturally-vegetated open spaces, such as wetlands, stream corridors, ravines, woodlands and fields as worthy of the City's protection as open space.
4. The City will utilize the Cuyahoga SWCD's technical assistance including plan reviews, project inventories, evaluations, and inspections of planned construction sites, water quality and water quantity basins or sensitive natural areas of concern.
5. The City will direct builders, developers and consultants to the Cuyahoga SWCD for assistance on planning and conservation early in the concept planning stage of the construction planning cycle.
6. The City will adopt, apply and enforce Cuyahoga SWCD recommendations by not authorizing commencement and/or issuing work stoppage and other remedies.
7. The City will provide the Cuyahoga SWCD with field surveys, proposed layouts, designs or meeting notices needed for adequate technical assistance in a timely manner.
8. The City recognizes that the Cuyahoga SWCD has no regulatory authority to enforce NPDES rules.

Agreed Procedures

- The City recognizes that the Cuyahoga SWCD has an expertise in compliance with the requirements of the OEPA's NPDES regulations and is relying on such expertise.
- The Cuyahoga SWCD recognizes that the City is the regulating authority.
- Consequently, the Cuyahoga SWCD shall not send correspondence without the City first reading and approving such correspondence. The City shall notify SWCD of any questions, comments, and/or requested changes in a timely fashion.
- The Cuyahoga SWCD shall respond to such questions, comments and make such changes in a timely fashion.
- That the Cuyahoga SWCD is not granted regulatory authority in the Ohio Revised Code.
- That the Cuyahoga SWCD and the City will meet at least once a year to coordinate a work plan and exchange information.
- The Cuyahoga SWCD will provide the City with a written annual summary, relevant to its role, as outlined in this MOU.
- The *NPDES rules*, current edition of Ohio's Rainwater and Land Development standard guidance manual, and standards of the USDA, Natural Resources Conservation Service will be used in planning and application of conservation measures.
- That both parties will review quality of assistance and address concerns as they arise.
- All assistance provided by the Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

- The City recognizes the Cuyahoga SWCD’s obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
- The City agrees to grant an annual conservation appropriation to the Cuyahoga SWCD, not to exceed \$11,500 per twelve month period following the Effective Date and the Cuyahoga SWCD agrees to use the grant funds to provide a comprehensive conservation program for the City.
- The City and the Cuyahoga SWCD will determine the most effective manner to appropriate the funds.
- The City will provide a resolution to the Cuyahoga SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the Cuyahoga SWCD on an annual basis.

Term, Renewal, Termination

The term of this MOU shall commence on the date (the “Initial Effective Date”) Cuyahoga SWCD receives written notice from the City, in a form approved by Cuyahoga SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to provide funds, in an amount agreed to by the parties, to support Cuyahoga SWCD’s general operations for the following 12-month period (the “Initial City Notice”). The parties acknowledge, understand, and agree that any such funding shall be for the purposes of the Cuyahoga SWCD’s general operations for a period of *12 calendar* months following the Initial Effective Date (the “Initial MOU Term”) and that this MOU shall terminate on the 12-month anniversary of the Initial Effective Date in the event the City does not renew this MOU as set forth herein.

This MOU may be renewed by City for any 12-month period following the Initial MOU Term (a “Subsequent MOU Term”) provided that the Cuyahoga SWCD receives written notice, as described above (a “Subsequent City Notice”), not less than 30 days prior to expiration of the Initial MOU Term (the date the Cuyahoga SWCD receives a Subsequent City Notice, a “Subsequent Effective Date”), and shall continue to renew for any 12-month period provided that the Cuyahoga SWCD receives a Subsequent City Notice not less than 30 days prior to expiration of any Subsequent MOU Term then in effect.

This MOU may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving thirty (30) day’s advance written notice to the other.

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

Cuyahoga Soil & Water
Conservation District

City of Parma

By: Ruth Skuly
Chair

By: Hon. Timothy DeGeeter
Mayor

Date:

Date: