

FIRST READING: 3.13.17
SECOND READING: 3.27.17
THIRD READING: 4.10.17

ORDINANCE NO. 11-17

BY: DAVID W. FURRY

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT AND THE CITY OF ROCKY RIVER, ATTACHED HERETO AS EXHIBIT A

WHEREAS: cooperation between the City of Rocky River and the Cuyahoga Soil and Water Conservation District will facilitate solutions to problems encountered by the City as it plans for the development/redevelopment and conservation of the environment including water quality improvements; and

WHEREAS: an agreement regarding responsibilities related to the NPDES Storm Water Phase II permit need to be executed between the City and Cuyahoga Soil and Water Conservation District; and

WHEREAS: the Cuyahoga Solid and Water Conservation District will provide technical assistance and expertise to the City for better conservation of soil and water resources at a cost to the City of Five Thousand Five Hundred Dollars (\$5,500.00) for a twelve (12) month term which term shall be renewable at the City's option.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

SECTION 1. - That the Mayor be and she is hereby authorized to enter into a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the City of Rocky River for services and technical assistance relative to public involvement and public education programs, storm water pollution prevention and storm water quality management.

SECTION 2. - That funds for the services listed in the attached Memorandum shall not exceed Five Thousand Five Hundred Dollars (\$5,500.00) and shall be paid from the General Fund.

SECTION 3. - That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of public peace, health and safety, and for the further reason that the agreement must be returned to the Cuyahoga Soil and Water District in a timely manner, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 10th, 2017

James W. Moran
JAMES W. MORAN
President of Council

PRESENTED BY MAYOR: April 10th, 2017 APPROVED: April 10th, 2017

ATTEST:

Pamela E. Bobst
PAMELA E. BOBST
Mayor

San G. Pease
SAN G. PEASE
Clerk of Council

(1) cuy soil & water (1&2)

1. the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 10th day of April, 2017.

Amos H. Bess
Clerk of Council of the City of Rocky River, Ohio

the day of _____, 20____, I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall in accordance with the charter of Rocky River, commencing on _____ day of _____, 20____.

Clerk of Council of the City of Rocky River, Ohio

City of Rocky River }
County of Cuyahoga } ss

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 11-17. ADOPTED BY THE COUNCIL OF SAID CITY ON THE 10th DAY OF April, 2017 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW. THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN. THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 11-17

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 10th DAY OF April, 2017.

Amber H. Quinn
CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

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

This Memorandum of Understanding ("MOU") is made this ____ day of _____, 2017 ("Effective Date"), between the Cuyahoga Soil and Water Conservation District (SWCD) and City of Rocky River ("City"), for providing assistance with technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of conservation education, stewardship and public involvement activities that also corresponds to the City's Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the national pollutant discharge elimination system permit, the City of Rocky River and the Cuyahoga Soil and Water Conservation District (SWCD) accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government facilitates better awareness of environmental issues and potential solutions for a healthier environment. In providing conservation education assistance and expertise to the City, the SWCD hopes to influence citizens to better protect and conserve soil and water resources. The Ohio Revised Code, Ch 1515, describes the District's authority for engaging in this Mutual Agreement.

The SWCD and the City have mutually agreed to this scope of assistance related to education, stewardship and public involvement for the conservation of soil and water resources.

Cuyahoga SWCD Conservation Program
(NPDES Minimum Control Measures 1 & 2)

The SWCD will work with the City to provide a conservation program that includes public education and public involvement, such as that listed in the City's Storm Water Management Plan, local watershed action plan, and/or balanced growth plans, or others as mutually agreed upon. The goal of the education, stewardship and public involvement program is to reach diverse stakeholders, including City residents, City staff, school children, etc. through the following services:

1. SWCD staff will coordinate activities and facilitate program implementation with feedback from the City's designee and/or through an annual stakeholder meeting.
2. SWCD staff will attend City council meetings, as requested.
3. SWCD will assist the City in planning and promotion of a local pollution prevention or clean water event and assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, drain stenciling, water festivals or other activities to engage the public.
4. SWCD will create a variety of educational materials, including brochures, fact sheets, newsletters, newsletter articles, web-based information for the City's use, special mailings, educational posters and school programs, such as age-specific student programs and teacher workshops related to conservation concerns, including watershed issues, soils and water.

5. SWCD will provide opportunities for student involvement in local, state and national programs and competitions.
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 shared with the City.
7. 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.
8. 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.
9. The SWCD may also provide limited technical advisory services to the City on matters related to:
 - Sound storm water management through accepted best management practices
 - General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development
 - Protection of sensitive natural areas and conservation easements
 - Small drainage systems and wildlife habitat enhancements

City of Rocky River Role

1. The City will designate someone to serve as the liaison to the Cuyahoga SWCD and to help provide guidance regarding conservation education and public involvement and with coordination of activities such as improvement days, storm drain stenciling, and watershed planning activities.
2. The City will help to identify potential 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.
3. The City will disseminate program information in a timely manner.
4. The City will assume full responsibility for completion and submittal of their required annual reports.

Agreed Procedures

- The City agrees to grant an annual conservation appropriation to the SWCD, not to exceed \$5,500 per twelve month period following the Effective Date and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the City.
- The City will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
- That the SWCD 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 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.

- SWCD will provide a written annual report, relevant to its role, as outlined in this MOU.
- That credit will be given jointly to the SWCD and the City in any conservation publications produced.
- That all parties will review quality of service and address concerns as they arise.
- The City recognizes the 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.
- All services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

Term, Renewal, Termination

The term of this MOU shall commence on the date (the "Initial Effective Date") SWCD receives written notice from the City, in a form approved by 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 grant funds, in an amount agreed to by the parties, to support 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 District'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 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 SWCD receives a Subsequent City Notice, a "Subsequent Effective Date"), and shall continue to renew for any 12-month period provided that the 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 Rocky River

By: Ruth Skuly
Chair

By: Hon. Pamela E. Bobst
Mayor

Date:

Date: