

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 4923

**A RESOLUTION AUTHORIZING THE MAYOR
TO RENEW THE MEMORANDUM OF
UNDERSTANDING WITH THE CUYAHOGA
SOIL AND WATER CONSERVATION DISTRICT
AND THE NORTHEAST OHIO REGIONAL SEWER
DISTRICT FOR THE PROVISION OF TECHNICAL
ASSISTANCE IN IMPLEMENTING THE CITY OF
BRECKSVILLE'S SOIL AND WATER CONSERVATION
MEASURES FOR THE YEAR 2019; AND DECLARING AN
EMERGENCY**

BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is, authorized to renew the Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District and the Northeast Ohio Regional Sewer District for the provision of technical assistance in implementing the City of Brecksville's soil and water conservation measures for the year 2019 in an amount not to exceed five thousand, five hundred dollars (\$5,500), with the Northeast Ohio Sewer District providing an appropriation for reimbursement of such amount to the City, which shall use such appropriation to pay the Cuyahoga Soil and Water Conservation District to carry out the services set forth in the Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A."

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the necessity to implement soil and water conservation measures in the City of Brecksville, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

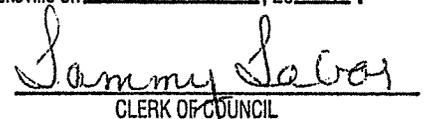
PASSED: January 15, 2019

APPROVED: January 15, 2019

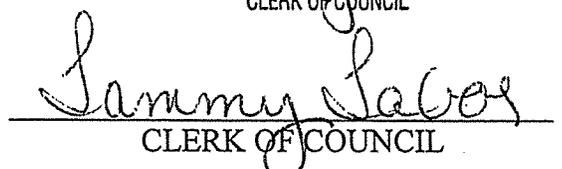


MAYOR

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 4923 duly passed by the Council of the City of Brecksville, Ohio, on 1-15, 20 19 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 1-18, 20 19.



CLERK OF COUNCIL



CLERK OF COUNCIL

MEMORANDUM OF UNDERSTANDING for 2019
Between the Cuyahoga Soil and Water Conservation District
and the
Northeast Ohio Regional Sewer District
and the
City of Brecksville

This Memorandum of Understanding ("MOU") is made this ____ day of _____ ("Effective Date"), between the Cuyahoga Soil and Water Conservation District (SWCD) and the Northeast Ohio Regional Sewer District (NEORS), pursuant to the authority of Board of No. 406.18, adopted December 6, 2018, and City of Brecksville ("City") for providing 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 (NPDES) permit, the City, the Cuyahoga Soil and Water Conservation District (SWCD), and NEORS accept this agreement as the document which describes the process for exchange. Cooperation between these 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, Chapter 940, describes the District's authority for engaging in this MOU.

Additionally, NEORS is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measure Nos. 1, 2, 3, and 6 under NEORS's Regional Stormwater Management Code (Title V), and is further authorized to provide such services through agreements with service providers such as the SWCD.

The SWCD, NEORS, 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

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.

City of Brecksville 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 for a one-year term, 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.

Coordination between NEORSD and SWCD

1. In accordance with Title V of NEORSD's Regional Stormwater Management Code, NEORSD will provide an appropriation in the amount of \$ 5,500 to the City, which shall use such appropriation to pay the Cuyahoga SWCD to carry out the services set forth in this MOU.
2. NEORSD and SWCD shall jointly plan annual MCM #1 and MCM #2 activities.
3. SWCD shall provide the District with monthly reports of services provided to each community.

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 SWCD's providing Phase II services 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.

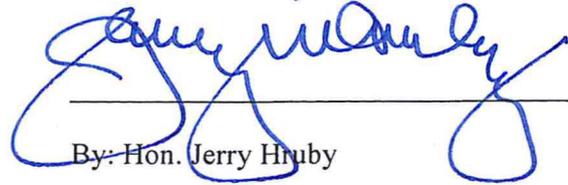
This MOU may be amended or terminated at any time by mutual consent of all parties.

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 Brecksville

By: Ruth Skuly
Chair



By: Hon. Jerry Hruby

Date:

Date:

Northeast Ohio Regional Sewer District

By: Kyle Dreyfuss-Wells
Chief Executive Officer

And: Darnell Brown, President
Board of Trustees

Date:

Date:

This Instrument Reviewed By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CUYAHOGA SOIL AND WATER
CONSERVATION DISTRICT

CITY OF BRECKSVILLE

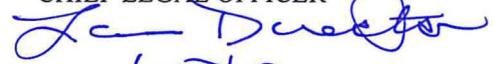
FOR

2019 PHASE II TECHNICAL ASSISTANCE
IMPLEMENTING SOIL AND WATER
CONSERVATION MEASURES

Total Approximate Cost: \$5,500

The legal form and correctness of the within
instrument are hereby approved.


CHIEF LEGAL OFFICER


11/15/19

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.


CHIEF FINANCIAL OFFICER

11/16/19
Date