

Grant Agreement
Between
The Summit Soil & Water Conservation District
And
The County of Summit

This Grant Agreement ("Agreement") is made this 21st day of March, 2024 ("Effective Date"), between the Summit Soil and Water Conservation District (SSWCD) and the County of Summit (the "County") for the Summit County Engineer and its Surface Water Management District ("SWMD"), pursuant to the authority of Summit County Council Resolution No. 2024-____, adopted _____, 2024, for the provision of technical and educational surface water management assistance in implementing soil and water conservation measures.

Whereas, the County, as part of the requirements of its Ohio Environmental Protection Agency ("Ohio EPA") Municipal Separate Storm Sewer System ("MS4") permit and Chapter 942 of the Codified Ordinances of the County of Summit, find that it is necessary to provide conservation technical and education assistance that correspond to the County's MS4 permit and County's surface water management goals; and

Whereas, the County further recognizes the need for effective collaboration to fully take advantage of surface water management opportunities, to achieve the program goals, and SSWCD is able to provide such technical and educational assistance and expertise to the County, the Engineer, and the SWMD; and

Whereas, SSWCD, in pursuing the goals of the County in enacting Chapter 942 of the Codified Ordinances of the County of Summit and the requirements of the MS4 permit, and pursuant to the authority it has under Chapter 940 of the Ohio Revised Code will work with stakeholders to better protect and conserve soil and water resources.

Now therefore, SSWCD and the County on behalf of the Engineer and the SWMD have mutually agreed to this scope of services related to technical and education services for the conservation of soil and water resources.

SSWCD Responsibilities:

The SSWCD will work with the County Engineer (as the enforcement agency of the SWMD) to provide a conservation program that includes technical and educational surface water management program assistance, and such other assistance as the parties mutually agree upon. The goal of the surface water management program is to meet the requirements of the MS4 stormwater program, identify projects, develop watershed goals and actions and coordinate efforts between stakeholders, reach diverse stakeholders, including but not

limited to residents, member community staff, and local schools, through the following services:

Minimum Control Measure 1 and 2

1. SSWCD will work with the Engineer to provide a conservation program that includes public education and public involvement, such as that listed in the County's Storm Water Management Plan and Ohio EPA's MS4 permit.
2. SSWCD will manage the stormwater initiative grant, review applications, rank and select projects, and distribute funding for awarded projects. This grant is a reimbursement program for rain barrels, rain gardens or other approved Best Management Practices ("BMPs") installed by landowners.
3. SSWCD will purchase promotional materials containing the SWMD logo, tag lines or contact information to be distributed at public events and programs, and will provide one article for each SWMD quarterly newsletter.

Minimum Control Measure 3

4. SSWCD will oversee efforts and coordinate meetings with Summit County Public Health (SCPH) with respect to sampling and testing storm sewer outfalls, investigate reports of illicit discharges, and provide updates to the Engineer regarding those activities.
5. SSWCD will re-evaluate and/or sample publicly owned storm sewer outfalls identified as "non-existent" or "inaccessible to screen" by the SCPH and coordinate the findings with the Engineer.
6. SSWCD will resample outfalls where illicit discharges were identified and corrected (up to the budgeted amount of \$1,500.00).
7. SSWCD will provide the SWMD with any data on file to assist the Engineer with MS4 mapping requirements.

Minimum Control Measure 4

8. SSWCD will continue to perform the responsibilities as the administrator of Chapter 941 of the Codified Ordinances of the County of Summit and the most recent version of the Storm Water Management Plan ("SWMP").

Minimum Control Measure 5

9. The SSWCD will continue to perform the responsibilities as the administrator of Chapter 941 of the Codified Ordinances of the County of Summit and the most recent version of the SWMP.
10. The SSWCD will conduct one inspection of all privately owned stormwater facilities at least once per MS4 permit term, which have executed agreements with the County.
11. SSWCD will provide all findings, reports, and data to the County and the Engineer.

Minimum Control Measure 6

12. SSWCD will coordinate and manage pollution prevention and good housekeeping training at least once per year to identified government employees related to operations listed under Appendix M of the SWMP, and operational standard operating procedures.
13. SSWCD will conduct Quarterly inspections for all identified operational facilities.
14. SSWCD will inspect identified stormwater management facilities owned and operated by participating local communities.
15. SSWCD will coordinate facility Stormwater Pollution Prevention Plan (“SWP3”) updates.

Watershed Services

16. SSWCD will develop or update (2) Nonpoint Source Implementation Strategic Plans (“NPS-IS”) annually for watersheds identified as priority watersheds through coordination with the SWMD.
17. SSWCD will identify problem and project areas (impoundments, erosion, incised waterways, floodplain disconnection, reforestation, channelization, stormwater retrofits). This includes cooperation with SWMD on their Beaver Control Policy.
18. SSWCD will coordinate geographic information systems (“GIS”) critical fields, catalog existing surveys, sampling data, problem areas, preservation areas, projects, and compile a watershed story.

19. SSWCD will encourage collaboration between stakeholders to meet the goals of the NPS-IS plan and perform amendments to the plan to account for new information and funding opportunities. This includes periodic meetings between SWMD and communities outside SWMD.
20. SSWCD staff will conduct stream evaluations and assessments and incorporate this data into the NPS-IS plan.
21. SSWCD staff will attend watershed advisory committee meetings and SWMD meetings, as requested, and agreed.

General Services

22. SSWCD will provide updates monthly and attend meetings quarterly hosted by the SWMD to provide reports on the services provided.
23. SSWCD will provide general grant assistance to SWMD, such as advising of grant opportunities, assisting with grant applications, and coordinating with neighboring communities on joint grant applications.
24. Upon request of SWMD, SSWCD will investigate drainage complaints relative to grading or impacts to surface water within an agreed upon time and report observations and findings to SWMD.

County Responsibilities

25. The County and the Engineer will promote SSWCD sponsored public events, public participation and volunteer assistance to their residents and businesses.
26. The County and the Engineer will provide information to SSWCD staff regarding watershed complaints, erosion, flooding, or other watershed problems to be investigated, evaluated and cataloged by the SSWCD.
27. The County and Engineer will encourage employees and boards to attend relevant training and workshops hosted by SSWCD.
28. The County shall pay, in the form of a grant, to the SSWCD an amount not to exceed **\$219,000.00** for activities listed above for the twelve-month period following the Effective Date which the SSWCD will use the grant funds to provide the aforementioned program and services to the County. This appropriation will be paid to the Summit Soil and Water Conservation District prior to April 1, 2023.

29. The County will provide a resolution to the SSWCD that authorizes this Agreement and provides documentation to facilitate dispersal of funds to the SSWCD on an annual basis.

Term, Renewal, Termination

30. The term of this Agreement shall commence on the Effective Date. The County agrees to provide certification to SSWCD, in a form acceptable to SSWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, that the County has appropriated funds in the amount specified herein to support SSWCD's operations under this Agreement for the following 12-month period. This Agreement shall terminate on the 12-month anniversary of the Effective Date.
31. This Agreement may be amended or terminated at any time by mutual consent of all parties.

General Provisions

32. The parties agree that the SSWCD is a conservation technical and education service agency and therefore is not granted regulatory authority under this Agreement.
33. The parties agree that the working relationship will be defined to include lines of communication with appropriate organizations. The SSWCD and the County and the Engineer 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.
34. Credit will be given jointly to the SSWCD and the County and the Engineer and SWMD in any conservation publications produced.
35. All parties will review quality of service and address concerns as they arise.
36. The County acknowledges the SSWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
37. All services of the SSWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap, veteran status, gender identity or sexual orientation or political affiliation.
38. Integration. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous

communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.

39. Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Agreement may be amended to achieve additional goals of the parties with the written consent of the parties.
40. Assignment. No party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other parties. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
41. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Agreement were taken and that the person executing this Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
42. Review by Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.
43. No Authority to Bind. No party has the power or authority to bind the other parties to contracts or other obligations.
44. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect.
45. Force Majeure. No party may be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
46. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

47. Notices. Every notice and demand required under the terms of this Agreement shall be in writing and must be sent by email to the following addresses as appropriate. All notices are effective upon receipt. A party may change its address by giving written notice to the other parties.

Summit Soil & Water Conservation District
Attn: Brian Prunty
1180 S Main St #230
Akron, OH 44301
bprunty@summitoh.net

County of Summit
Attn: Director of Law
175 South Main St.
Akron, OH 44308
bharnak@summitoh.net

Summit County Engineer
Attn: Alan Brubaker
538 East South St.
Akron, OH 44311
abrubaker@summitengineer.net

48. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
49. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this Agreement, each party certifies that it is in compliance with these provisions.
50. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio
51. Forum. Any litigation arising under this Agreement must be litigated in the Akron Municipal Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

This Agreement is executed and agreed to as of the Effective Date written above.

SIGNATURE PAGE FOLLOWS.

Summit Soil & Water Conservation District

BRIAN PRUNTY
District Program Administrator

County of Summit

ILENE SHAPIRO,
Summit County Executive

Approved as to form,

Summit County Prosecutor

B. ALAN BRUBAKER
Summit County Engineer

Approved as to form,

Brian Harnak, Director of Law