

**Action Item # 6 Hamilton County Partnership for Water Quality MOU**

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Hamilton County Partnership for Water Quality Memorandum of Understanding Agreement (See Exhibit A) for approval.

The purpose of this MOU is to acknowledge certain duties undertaken by the Cities of Noblesville, Westfield, and Carmel, the Towns of Cicero, and Fishers, and Hamilton County in fulfillment of the Public Participation/Involvement and the Public Education and Outreach minimum control measures for each MS4's individual permit from the Indiana Department of Environmental Protection Agency, (IDEM) authorizing discharges of storm water from a municipal separate storm sewer system.

This MOU creates a Hamilton County Partnership for Water Quality Committee of the following communities, the Cities of Noblesville, Westfield, and Carmel, the Towns of Fishers and Arcadia, and the Hamilton County NPDES General Permit. This Hamilton County Partnership for Water Quality Committee will review all projects and will work collaboratively to reduce costs.

All costs above and including any existing funding sources from Hamilton County for educational materials and programs defined in the member individual Part C Documents of the Storm Water Quality Management Plans and/or a additional specified projects, will be shared by the signatories based upon the most recent population data as agreed upon by the communities (based on the most recent census data.

Estimated cost savings associated with regional collaboration such as this MOU are expected to by approximately 10 percent.

This MOU shall be reviewed on an annual basis and shall be modified to the extent necessary each year to effectively meet the goals of each of the parties. Any party may terminate this agreement immediately upon written notice. Upon termination, the parties will seek to fulfill pending projects and commitments based upon mutual agreement.

Therefore, it is the recommendation of the Public Works Department for the Board to propose a motion to approve the Hamilton County Partnership for Water Quality Memorandum of Understanding Agreement and authorize the President of the Board of Public Works and Safety to execute the assignment document.

**“EXHIBIT A”**

HAMILTON COUNTY PARTNERSHIP FOR WATER QUALITY MEMORANDUM OF  
UNDERSTANDING  
*Hamilton County NPDES General Permit Holder, the Town of Fishers, and the Cities of  
Noblesville, Westfield, and Carmel*

This Memorandum of Understanding (MOU) is entered into this 15th day of December, 2008, between the Cities of Noblesville, Westfield, and Carmel, the Town of Fishers, and the Hamilton County NPDES General Permit Holder (#INR040066 which includes Cicero and Hamilton County). The duration of this agreement shall be from December 15, 2008, to December 15, 2013, subject to annual review and modification as provided below.

The term “Committee” refers to the Hamilton County Partnership for Water Quality and is composed of Hamilton County and the Town of Fishers, and Cicero; and the Cities of Noblesville, Westfield, and Carmel.

**Section A**

The purpose of this MOU is to acknowledge certain duties undertaken by the Cities of Noblesville, Westfield, and Carmel, the Towns of Cicero, and Fishers, and Hamilton County in fulfillment of the Public Participation/Involvement and the Public Education and Outreach minimum control measures for each MS4’s individual permit from the Indiana Department of Environmental Protection Agency, (IDEM) authorizing discharges of storm water from a municipal separate storm sewer system. The parties to this MOU hereby recognize the following background to this MOU:

1. HAMILTON COUNTY NPDES GENERAL PERMIT HOLDER is the holder of an NPDES permit formed by the Town of Cicero and Hamilton County to comply with Rule 13 (327 IAC 15-13).
2. That other communities within Hamilton County have also been classified as ‘Designated Entities’ and are separate permit holders under Rule 13 (327 IAC 15-13).
3. The EPA also recommends that MS4’s tailor their Stormwater Management Plans to reflect local water quality needs, local priorities, and other local factors. EPA recognizes that some BMPs, particularly those relating to the first Minimum Control Measure (Public Education and Outreach), are best developed and implemented cooperatively on a multi-jurisdictional basis.

**Section B**

Under this MOU, which hereby creates the Committee, the Cities of Noblesville, Westfield, and Carmel, the Towns of Fishers and Arcadia, and the Hamilton County NPDES General Permit Holder agree to the following:

1. It will consider in good faith each year its decision to retain this MOU with the Committee and will continue this MOU as long as it is deemed in the best interest of each entity. Nothing in this agreement shall be construed to commit any party to continuing membership in the MOU if it is no longer in the entity’s best interest.

2. Its permit obligations for Public Education and Outreach are solely its responsibility and will continue in accordance with the terms of the permit whether or not a member of the Committee retains this MOU with the Committee.

### **Section C**

Under this MOU, the Committee agrees to the following:

1. It will use best faith efforts to collect information, consult with the signatories on its program and plans, and assist the signatories in fulfilling its obligations under its own permit. This MOU does not commit any member to participating on a particular project within the MOU group unless the member agrees that that project would be beneficial in meeting its own public education permit obligations. In other words, this MOU is a best faith agreement among the members to work collectively for the benefit of public education for residents in Hamilton County and in each of the member jurisdictions but allows each member the flexibility to work independently on specific projects if deemed beneficial for its own program.
2. All costs above and including any existing funding sources from Hamilton County for educational materials and programs defined in the member individual Part C Documents of the Storm Water Quality Management Plans and/or a additional specified projects, will be shared by the signatories based upon the most recent population data as agreed upon by the communities (based on the most recent census data when available or best estimates when not available) as shown in Exhibit A, Table 1). The signatories shall reimburse the Committee for all out of pocket costs (excluding staff time) incurred on its behalf for any specific project that has been agreed upon, prorated based upon Exhibit A, Table 1. Any additional costs for specific materials, consulting, or programs will be negotiated and accepted by mutual agreement at the time such materials or service are provided. Nothing in the MOU shall be construed to commit the signatories to any specific expenditure outside of what has been agreed upon. Maximum expected expenditures for each community should be estimated from internal budgets or based upon member Part C Documents of the Stormwater Quality Management Plans. Estimated cost savings associated with regional collaboration such as this MOU are expected to by approximately 10 percent.

### **Section D**

Under this MOU, the Committee further agrees to provide the following services to the signatories:

1. **Minimum Control Measures #1 & #2 Public Education and Outreach and Public Participation and Involvement:** the Committee will provide the following services:
  - a. Coordinate and manage a Public Education and Outreach Steering Committee which will include at minimum representatives from each of the signatories as well as other various stakeholders. Each MOU member will have equal input and voting rights for the direction of the program. This steering committee will develop the Public Education program to comply with Rule 13 requirements as defined in the Part C, Storm Water Quality Management Plan (SWPPP) document. Which may include but are not limited to:
    - No fewer than three (3) newsletter-ready articles per year related to storm water and watershed management issues for publication by the signatories.

- Production of brochures, flyers, booklets, and other printed materials to address stormwater pollution for various stakeholders in Hamilton County.
  - Offer technical advice and participate as appropriate in signatory public events.
  - Develop and maintain a website about stormwater pollution prevention.
  - Produce or obtain video and/or audio Public Service Announcements about stormwater pollution
2. The Committee will cooperate with other providers of services to the signatories in fulfillment of permit requirements, including but not limited to the Hamilton County Department of Health and the Hamilton County Solid Waste District.
  3. The Committee will assist the signatories as appropriate in the preparation of grant requests to meet the requirements of its Storm Water Quality Management Plan.
  4. The Committee will provide other services, as appropriate, as requested by the signatories.

#### **Section E**

It is intended by the parties that this MOU clearly express the intentions and understandings of the parties that will govern their best faith efforts to cooperate in the fulfillment of the signatories' obligations under the NPDES Permit. Nothing herein shall be considered a contractual commitment by any party. Parties can choose to participate on committee projects of their choice. If a party cannot financially contribute towards a committee supported project, they can opt out of that particular project, but they will also forgo credit for that project.

The signatories' binding obligations shall be limited to the terms of the individual permits and to decisions that may be made from time to time by the appropriate officials, acting in accordance with Indiana law.

The good faith efforts of the Committee to provide the assistance described herein shall continue only as long as the signatory remains a member in good standing of the Hamilton County Partnership for Water Quality. The Committee provision of services under this MOU shall also be consistent with its mandate to provide similar services to its other member communities on a fair and equitable basis.

#### **Section F**

This MOU shall be reviewed on an annual basis and shall be modified to the extent necessary each year to effectively meet the goals of each of the parties. Any party may terminate this agreement immediately upon written notice. Upon termination, the parties will seek to fulfill pending projects and commitments based upon mutual agreement.

This memorandum and the understandings contained herein are hereby accepted by the *signatories*.

ATTEST: \_\_\_\_\_  
Linda Gaye Cordell, Clerk-Treasurer

TOWN OF FISHERS  
By: \_\_\_\_\_  
Town Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF NOBLESVILLE  
By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF WESTFIELD  
By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF CARMEL  
By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Jan Unger, Clerk-Treasurer  
Town of Cicero

TOWN OF CICERO  
By: \_\_\_\_\_  
Jerry Cook, President  
Cicero Town Council

Date: \_\_\_\_\_

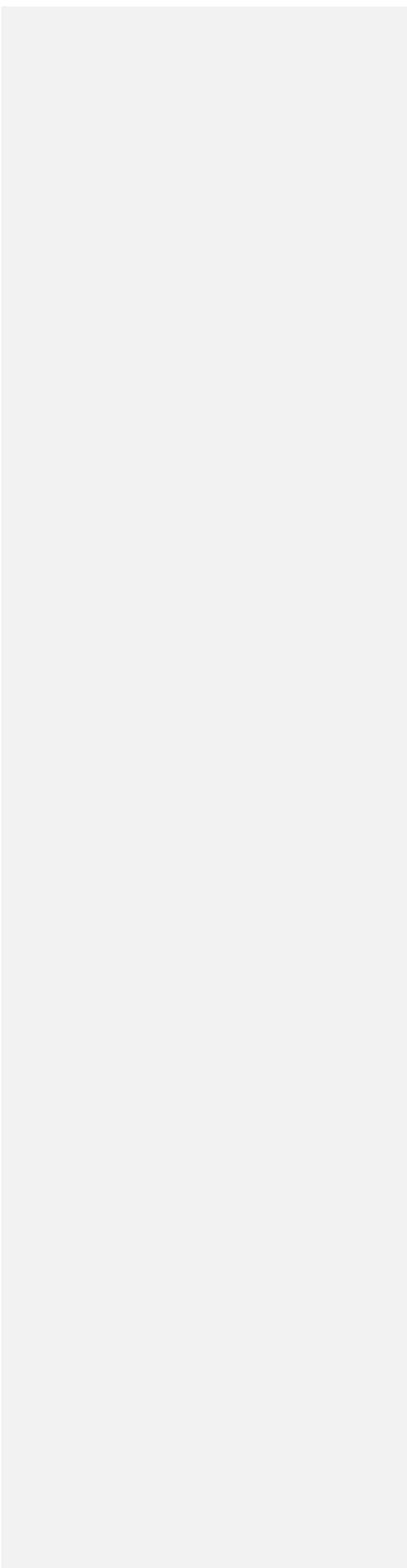
ATTEST: \_\_\_\_\_  
County Auditor

HAMILTON COUNTY  
By: \_\_\_\_\_ Hamilton  
President Hamilton County Commissioners

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

Date: \_\_\_\_\_



For the use and reliance of Hamilton County only. Approved as to form and legal sufficiency.

As authorized for execution by the Hamilton County Commissioners at their \_\_\_\_\_ regular meeting.

\_\_\_\_\_  
County Attorney

### Exhibit 'A'

Table 1 below identifies population percentages for each Committee member based upon the most recent census data (July 1, 2007 for most of the numbers). Cost sharing for projects completed by the Committee under this MOU will be according to the population percentages shown below.

**Table 1: Committee Member Population Percentages**

<b>Community</b>	<b>Population</b>	<b>Percent of Population</b>
<b>Cicero</b>	<b>4,439</b>	<b>1.7</b>
<b>Westfield</b>	<b>27,975</b>	<b>10.9</b>
<b>Noblesville</b>	<b>41,561</b>	<b>16.2</b>
<b>Carmel</b>	<b>68,677</b>	<b>26.7</b>
<b>Fishers</b>	<b>66,080</b>	<b>25.7</b>
<b>Hamilton County</b>	<b>46,719</b>	<b>18.2</b>
<b>Totals</b>	<b>255,451</b>	<b>100</b>

**Section F**

This MOU shall be reviewed on an annual basis and shall be modified to the extent necessary each year to effectively meet the goals of each of the parties. Any party may terminate this agreement immediately upon written notice. Upon termination, the parties will seek to fulfill pending projects and commitments based upon mutual agreement.

This memorandum and the understandings contained herein are hereby accepted by the signatories.

ATTEST: *Linda Gaye Cordell*  
Linda Gaye Cordell, Clerk-Treasurer

TOWN OF FISHERS  
By: *[Signature]*  
Town Manager

Date: 12-15-08

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF NOBLESVILLE  
By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF WESTFIELD  
By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF CARMEL  
By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Town Clerk

TOWN OF ARCADIA  
By: \_\_\_\_\_  
President of Town Board

Date: \_\_\_\_\_

ATTEST: Jan Unger, Clerk-Treasurer  
Town of Cicero

TOWN OF CICERO  
By: \_\_\_\_\_  
Jerry Cook, President  
Cicero Town Council

Date: \_\_\_\_\_

ATTEST:  
Dawn Couvredal  
Hamilton County Auditor

HAMILTON COUNTY  
By: Steven A. Dell  
President Hamilton County Commissioners

By: St. C. Dellinger  
Member

By: [Signature]  
Member

Date: 1-12-09

For the use and reliance of Hamilton  
County only. Approved as to form  
and legal sufficiency.

[Signature]  
County Attorney

As authorized for execution by the  
Hamilton County Commissioners at their  
\_\_\_\_\_ regular meeting.

ATTEST: \_\_\_\_\_  
Towns Clerk

TOWN OF ARCADIA  
By: \_\_\_\_\_  
President of Town Board

Date: \_\_\_\_\_

ATTEST: *James H. [Signature]*  
Town Clerk-Treasurer  
Town of Cicero

TOWN OF CICERO  
By: *Jerry Cook*  
Jerry Cook, President  
Cicero Town Council

Date: 12.4.08

ATTEST: \_\_\_\_\_  
Hamilton County Auditor

HAMILTON COUNTY  
By: \_\_\_\_\_  
President Hamilton County Commissioners

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

Date: \_\_\_\_\_

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As authorized for execution by the  
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\_\_\_\_\_  
County Attorney