

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT AND THE CITY OF GAHANNA

This working agreement is entered into on January 1, 2011 and becomes effective on the date of the last signature. The grant agreement expires on December 31, 2011. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District (SWCD) and the City of Gahanna (City).

The purpose of this agreement is to provide assistance to the City of Gahanna on illicit discharge detection and elimination, a minimum control measure for the MS4 National Pollutant Discharge Elimination System permit.

Franklin SWCD will provide the following services for the City of Gahanna:

- A. Provide assistance to the City for their Illicit Discharge Detection and Elimination program by conducting Dry weather screening on road drainage including the municipal separate storm sewer for the unsewered portions within the City of Gahanna. Enforcement and elimination will be the responsibility of the City in coordination with the Board of Health. This information will be provided to the City in an ArcView GIS Format.
- B. Franklin Soil and Water Conservation District will recognize City of Gahanna as a partner and supporter on programming and communication materials.

The City of Gahanna will provide the following:

- A. The City shall participate in the SWCD's annual planning process.
- B. The City shall compensate the SWCD in the form of a grant in the amount of \$15,400. Franklin SWCD reserves the rights to expend funds as needed to meet grant agreement and overhead costs. Franklin SWCD will not enter into any grant agreement that does not meet our current mission and goals.
- C. In the event that assistance exceeds or is less than the estimated numbers for programs provided, the next years grant will be adjusted accordingly to compensate for previous year's overages or underage. If both parties agree that amount of assistance provided is on target or close to target, the next years grant will be calculated solely on anticipated assistance needed.

It is Mutually Agreed:

- A. That the SWCD is a conservation technical and education service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
- B. That the working relationship will be defined to include lines of communications with appropriate departments.
- C. That the City and the SWCD will meet when necessary to review and coordinate activities and programs with the aim of developing a multi-discipline approach to resource management.



- D. That the standards and specifications developed by the City shall take precedence in planning and application of conservation measures. Where the City's policies are moot, the Natural Resources Conservation Service and ODNR rainwater handbook will be used in planning and application of conservation measures.
- E. That all parties will review quality of service and address concerns as they arise and at least every six months.
- F. That credit will be given jointly to the SWCD and the City in natural resource/ NPDES Phase II related publications prior to publication.
- G. That this working agreement may be amended or terminated at any time by mutual consent, or the agreement may be terminated by either party giving thirty (30) days notice in writing to the other.
- H. That payment will be based on completion of tasks as shown above.

SIGNATURES

The below signatures certify consent on the above agreement.

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

| Signature | Title | Date |
|-----------------|-------|------|
| CITY OF GAHANNA | | |
| | | |
| Signature | Title | Date |

CITY OF GAHANNA GRANT CALCULATIONS

ATTACHMENT A

GRANT COST ESTIMATES:

The below calculations are for grant calculations only. This is not a fee for service arrangement. Please see grant contract for explanation.

| Activity to be completed | Estimated Grant Cost |
|--|----------------------|
| Minimum Control Measure No. 3: Illicit Discharge Detection and Elimination Dry weather screen the road drainage including the municipal separate storm sewer for the unsewered portions within the City of Gahanna. (total of about 44 miles) | \$15,400 |