

MEMORANDUM OF UNDERSTANDING

AMONG

THE TOLEDO METROPOLITAN AREA COUNCIL OF GOVERNMENTS AND  
VILLAGE OF HOLLAND

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Toledo Metropolitan Area Council of Governments, hereinafter referred to as TMACOG and Village of Holland, Ohio, hereinafter referred to as Holland, is to outline the expectations between the parties regarding the 2025 Mass Media Campaign related to regional stormwater education.

It is declared to be in the public interest that TMACOG and Holland cooperate to undertake education of regional water quality. Per federal requirements set by US EPA and administered by Ohio EPA, the National Pollution Discharge Elimination System (NPDES) stormwater permit requires that regulated Municipal Separate Storm Sewer Systems (MS4) comply with Minimum Control Measures, including Public Education.

WITNESSETH:

WHEREAS, TMACOG, an association of local governments, was organized on May 31, 1968, was established under Chapter 167 of the Ohio Revised Code and the Michigan Public Act No. 7 (Ex. Sess); and

WHEREAS, TMACOG staff provides capable and knowledgeable expert water quality and stormwater planning for the region; and

WHEREAS, TMACOG's Stormwater Coalition (SWC) was formed in 2003 to provide a forum for local governments to address drainage, erosion, stormwater pollution, and stormwater management regulations on a cooperative, watershed basis; and

WHEREAS, Holland is a member unit in good standing of TMACOG; and

WHEREAS, Holland is a member unit in good standing of TMACOG's SWC; and

WHEREAS, Holland must comply with the NPDES stormwater permit requirements that regulate MS4; and

WHEREAS, Public Education is a Minimum Control Measure within said permit; and

WHEREAS, SWC members approved moving forward with a mass media campaign to assist with complying with the requirements of the Public Education Minimum Control Measure; and

WHEREAS, the mass media campaign will require TMACOG to enter into a contract with a selected media provider to perform scope of services (Exhibit A); and

WHEREAS, participating SWC members will provide financial support for the mass media campaign.

NOW, THEREFORE, in consideration of the above, we do hereby agree as follows:

#### SECTION 1: TMACOG Provides Service

That it is in the public interest that TMACOG provide the services necessary to accomplish the goals of the mass media campaign; and

#### SECTION 2: TMACOG Agrees to Employ Necessary Staff

That TMACOG is committed and shall employ such professionals and supporting staff, as shall be deemed necessary to perform the functions of the process and conduct the activities of the agency; and

#### SECTION 3: TMACOG Prepares and Maintains Mass Media Campaign Contract

That TMACOG acting for itself and as agent for the units of local government participating in the 2025 Mass Media Campaign, will engage with a selected media provider, negotiate and execute a contract for scope of services approved by SWC for calendar year 2025 (Exhibit A); and

#### SECTION 4: Periodic Reports

That TMACOG shall periodically report to the units of local government participating in the campaign, the status of the mass media campaign; and

#### SECTION 5: Responsibility of Unit of Local Government

That the unit of general purpose local government entering into this MOU agrees to cooperate and participate in the process as listed above including being a dues paying

member of TMACOG as well as be current on Stormwater Coalition assessment payment; and

SECTION 6: Contribution of Funds

TMACOG will invoice all participating units of government for their respective cost of the program. In the case that TMACOG does not collect the fully quoted cost of the contract, the cost per unit government may be readjusted.

Holland commits to pay \$101.41 towards the 2025 Mass Media Campaign. This payment will be assessed separately from TMACOG membership dues and SWC assessment (Exhibit B); and

SECTION 7: Any notice, statement or demand required, permitted or desired to be given under this MOU shall be in writing and shall be effective upon receipt, if given (a) in person or by courier or by courier service, (b) by telex, facsimile, email or other wire transmission, (c) in person or United States mail, return receipt requested, postage prepaid, or (d) by nationally recognized overnight delivery service, addressed as follows:

If to TMACOG:

TMACOG  
c/o Sandy Spang, Executive Director  
P.O. Box 9508  
Toledo, Ohio 43697-9508

If to Holland:

XXXX

Either party may at any time change the address for notices to the party by mailing a notice stating the change and setting forth the changed address; and

SECTION 8: Miscellaneous

This MOU shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and intended third-party beneficiary.

- No change, modification or amendment or waiver of any obligation of this MOU will be enforceable unless set forth in writing and signed by both parties;
- If any provision of this MOU shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby;
- This MOU sets forth the entire MOU and understanding of the parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the parties;
- This MOU may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed the original, but all which together shall constitute one and the same instrument;
- This MOU shall be construed according to its fair meaning as if prepared by all parties;
- This MOU shall be governed, defined, construed and enforced in accordance with the internal laws of the state of Ohio and shall be deemed to have been entered into in the state of Ohio the jurisdiction and venue for any action between the parties regarding this MOU shall be in federal or state courts located in Toledo, Lucas County, Ohio and all parties hereto consent to the exercise of personal jurisdiction over them by such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date first mentioned.

Signed: Holland

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TMACOG

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Sandy Spang, Executive Director, Toledo Metropolitan Area Council of Governments