

Memorandum of Understanding

WHEREAS, Middle Tennessee State University ("MTSU") and the City of Murfreesboro, Tennessee ("City") have entered into a Memorandum of Agreement to be co-permittees for the NPDES General Permit for Phase II MS4's; and

WHEREAS, said Memorandum of Agreement provides that MTSU will offer the support of its resources in managing the six minimum measures under the NPDES General Permit, including but not limited to, Public Education and Participation and Pollution Prevention and Good Housekeeping for Municipal Operations; and

WHEREAS, MTSU and the City also entered a Memorandum of Understanding with an effective date of February 1, 2011, and now would like to replace that Memorandum of Understanding with a new Memorandum of Understanding ("MOU") to provide specificity as to said means and forms of support.

NOW THEREFORE MTSU AND THE CITY HEREBY ENTER INTO THIS MOU AND AGREE AS FOLLOWS:

1. MTSU will provide annual assistance with Public Education and Participation Outreach projects during consecutive years of this MOU as described below; all references to "BMP" and a number refer to a "Best Management Practice" and the related number as shown on the City's Notice of Intent for a NPDES Permit filed by letter dated December 29, 2010, and subsequent mailing May 27, 2011. Notice of Coverage was received July 11, 2011.
2. The City will maintain a list of projects based on education-related needs of the City's storm water and surface-water quality program and shall associate a value in dollars for each project. A list will be made available to MTSU Facilities Management at least 90 days prior to start of the fiscal year. The project list will serve as the menu of services and values for which the City will pay MTSU over the course of the year. In general, the types of services are those listed in item 3.
3. Public education, participation and outreach involves activities, such as:
 - o *Cooperating with other community and water-quality advocacy groups*
 - o *Public service announcements*
 - *Community radio campaign*
 - *Local radio airplay*
 - *Local TV/video spots*
 - o *Developing content for print, radio, TV, and internet*

- *Various NPDES permit assistance, such as:*
 - *Pollutant source tracking*
 - *Public Involvement and Education (PIE) plan* also (BMP1G) assist and provide support and resources as directed.
 - *Permit documentation and tracking-* assist City and MTSU campus staff with related documentation and tracking as requested by utilizing CBI software or other procedures determined for best tracking capabilities and use.
 - *Permit Effectiveness-* Share options and guidance for measuring effectiveness of campaigns and education such as change in thinking (perceptions, behaviors) and options for tracking mechanisms for measurable success as available.
 - *Annual Targeted Sub-Watershed projects* – assist as directed for City (ex. Promote community awareness, assist with annual events and publicize to solicit participation, help create a sense of personal pride/ ownership).
- *Hot Spot Outreach and Education* – Work with the City to identify possible development of project targeted materials/resources.
- *Watershed-specific educational events* -(BMP1C) assist and offer support and help document as directed or applicable including but not limited to:
 - *Annual Tree Day and/or other planting events*
 - *Annual Boat Day*
 - *Annual Stones Throw Away*
 - *Annual Earth Day events*
 - *Annual Organization/Business Fairs (Master Gardeners, etc)*
 - *Annual Pharmaceutical/ Drug Take-Back events*

The specific assistance and services to be provided by MTSU may vary from year to year by further agreement between MTSU and the City.

4. MTSU will provide assistance with Pollution Prevention and Good Housekeeping for Municipal Operations by continuing to develop concept of online stormwater education and training classes. Support and assist as directed with potential benefits to the following permit sections BMP2C, 2E, 5A, 5B, 5C as it relates to Good Housekeeping.
5. The term of the MOU shall be one year. The MOU may be renewed for additional annual terms for up to ten years, at which time the parties may agree to continue the MOU. Either party may terminate the MOU upon ninety (90) days prior written notice.
6. MTSU shall invoice the City \$11,250 per quarter for a total fixed payment of \$45,000 in the first year of this MOU. The City may request and pay for services on a supplemental project list provided by the City for each fiscal year, up to a maximum of \$15,000 per year.

Invoices will be emailed to:

Debi Noyce, Accounts Payable Specialist
Murfreesboro Water and Sewer Department
dnoyce@murfreesborotn.gov

Payments will be sent to: MTSU
 Facilities Services Box 32
 1301 East Main St
 Murfreesboro, TN 37132

7. The City warrants that no fee or compensation has been paid directly or indirectly to an employee or official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, contractor to the City in connection with any work contemplated or performed relative to this agreement. Notwithstanding anything to the contrary in the foregoing, nothing in this paragraph shall be construed to prevent MTSU from paying any of its employees working in conjunction with this MOU from funds received from the City.
8. It is the policy of the City and MTSU not to discriminate on the basis of age, race, sex, color, national origin, disability or veteran status in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this MOU, the parties certify that they will comply with this policy.
9. The parties shall comply with the applicable federal and Tennessee laws and regulations in the performance of this MOU.
10. Effective July 1, 2012, this MOU shall replace in its entirety the Memorandum of Understanding with an effective date of February 1, 2011, which shall then be of no further force or effect. This MOU is not intended, and shall not be construed, to modify any of the terms and conditions of the Memorandum of Agreement between the parties or their NPDES General Permit.

City of Murfreesboro

Middle Tennessee State University

By: Tommy Bragg, Mayor

By: [Signature]

Title: MAYOR

Title: John W. Cothran
Senior Vice President

Date: 9-12-12

Date: 9/5/12

Approved as to form:

Attest:

Susan Emery McGannon
City Attorney
Susan Emery McGannon
