

# Memorandum of Understanding

This Memorandum of Understanding (MOU) outlines the terms and conditions for a cost-share opportunity between the St. Joseph River Basin Commission (SJRC) and a local government within the St. Joseph River watershed. The primary objective is to facilitate the installation and operation of water monitoring sensors with real-time data transmission capabilities in strategic locations within the watershed (the “Project”).

## 1. Purpose:

The purpose of this MOU is to establish a cooperative framework between SJRC and a local government to acquire and deploy water monitoring equipment for the collection of real-time water level information in streams and water bodies within the St. Joseph River watershed. The data gathered will be instrumental in assessing water availability and other factors relevant to drainage, development, and land use in our communities.

## 2. Responsibilities:

### A. St. Joseph River Basin Commission (SJRC):

- SJRC will procure and provide the necessary monitoring equipment, consisting of solar-powered sensors with cellular connectivity for real-time data transmission. SJRC will own the monitoring equipment.
- SJRC, at its own expense, will cover the annual service fees for data transmission associated with the monitoring equipment.
- SJRC will manage the contracts with service providers, ensuring uninterrupted operation and data accessibility.
- SJRC will secure and coordinate with a contractor to install monitoring equipment and conduct the field measurements necessary to develop stage discharge curves at the selected monitoring sites.

### B. Local Governments:

- The local government will be responsible for reimbursing SJRC for equipment installation and stage discharge curve development at the mutually agreed upon monitoring site(s). These tasks will be carried out by professional hydrologists contracted by the SJRC.

## 3. Collaboration:

The success of this collaboration hinges on open communication and coordination between SJRC and participating local governments. To ensure the efficient implementation of the water

monitoring program, both parties will work closely to identify suitable monitoring locations and select the number of monitoring units.

#### **4. Financial Arrangements:**

The purchase, maintenance, and operation of monitoring equipment, along with the contracts with service providers, will be the responsibility of SJRBC. The cost of individual monitoring units is approximately \$1,000 each, with annual service fees currently around \$300 per year.

The local government is responsible for reimbursing the SJRBC for the cost of installation and stage discharge curve development at the agreed upon sites, which is estimated at \$10,000 or less per site. The maximum obligation of the local government under this MOU shall not exceed \$17,000 in total.

#### **5. Duration:**

This MOU is effective upon the date of signing and shall remain in force for a period of five (5) years unless terminated pursuant to this MOU. At the end of the term, this MOU will automatically renew for subsequent one-year terms unless a party provides written notice to the other of the intention not to renew at least thirty (30) days prior to the end of the then-current term.

#### **6. Termination:**

Either party may terminate this MOU upon thirty (30) days' prior written notice to the other party. This MOU will automatically terminate should the County in which the local government is located, or the local government itself (if a member of the SJRBC itself), as applicable, ceases to be a member of the SJRBC. This MOU will automatically terminate should the SJRBC cease to exist in its current form.

Upon Termination of this MOU for any reason, SJRBC will take the necessary steps to terminate any contracts for ongoing services related to this MOU.

#### **7. Compliance With Laws:**

The parties shall comply with all federal, State of Indiana and local laws and regulations applicable to the project described herein, including all environmental and health and safety laws and regulations.

#### **8. Integration; Amendment:**

This MOU supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this MOU and constitutes the parties' entire agreement. This MOU may not be altered except by a written instrument signed by authorized representatives of both parties.

## **9. Waiver:**

Neither the failure nor any delay on the part of a party to exercise any right remedy, power or privilege under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

## **10. Severability:**

If any term or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this MOU shall continue in full force and effect unless amended or modified by mutual consent of the parties.

## **11. Counterparts; Signatures:**

This MOU may be separately executed in counterparts by the parties, and the same, when taken together, will be regarded as one original MOU. Electronically transmitted signatures will be regarded as one original MOU. Electronically transmitted signatures will be regarded as original signatures.

## **12. Indemnification:**

SJRBC agrees to indemnify, defend, and hold harmless the local government, its employees, and its affiliates, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, caused by any negligent act or omission of SJRBC, its employees, agents, contractors, or assigns with regard to the Project, or any violation of law by SJRBC, its employees, agents, contractors, or assigns relating to the Project. The terms and provisions of this Section 12 shall survive the termination of this MOU.

## **13. Authority:**

Each undersigned person signing on behalf of his or her respective party certifies that he or she is duly authorized to bind his or her respective party to the terms of this MOU.

## **14. Governing Law and Venue:**

This MOU will be governed by and construed in accordance with the laws of the State of Indiana. The Circuit and Superior Courts of the state of Indiana located in Elkhart County,

Indiana shall have exclusive jurisdiction and venue over any legal action arising out of or relating to this MOU.

**15. Attorney's Fees:**

The prevailing party in any action to enforce this MOU shall be entitled to their reasonable attorney fees.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have caused this Agreement to be executed on the date(s) stated below. The parties have read and understand the foregoing terms of this MOU and do, by their respective signatures hereby agree to its terms.

**SJRBC**

**Local Government**

St. Joseph River Basin Commission

Town of Bristol, Indiana

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: President

Its: \_\_\_\_\_

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

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