

**Membership Agreement for
Clean Water Education Partnership (CWEP) Services
Provided by the Triangle J Council of Governments**

This Memorandum of Understanding by and between the undersigned local government (Local Government) and the Triangle J Council of Governments (TJCOG) pertains to the services provided by TJCOG under the Clean Water Education Partnership (CWEP) program.

WITNESSETH:

WHEREAS, CWEP and local government stormwater programs have the same basic mission of providing stormwater outreach and education; and

WHEREAS, CWEP is a program administered by TJCOG that has excelled in providing direct education and mass media to its wide variety of partner communities;

NOW, THEREFORE, TJCOG, via CWEP, will prepare and make available to the Local Government the following direct education and mass media items:

1. TJCOG's CWEP Program will assist the Local Government with the following education/ outreach tasks during the term of this MOU related to direct educational programming:
 - a. Provide physical and digital outreach materials for local governments and target audiences that describe target pollutants and their likely sources and impacts on water quality
 - b. Maintain an internet website conveying the CWEP program's messages about stormwater pollution
 - c. Make available for download via website outreach materials for target audiences, and distribute materials at in-person or digital community events
 - d. Post on social media channels to promote CWEP's key messages
 - e. Provide unlimited local use and access to original and compiled educational materials on CWEP program website, to include educational videos, printable and digital lessons, lesson plans, and other resources useful for educating a variety of ages and audiences in various settings
 - f. Coordinate annually with stormwater staff and/or relevant educational contacts (as requested by the Local Government) to schedule and conduct stormwater education activities that correlate with NC Essential Science Standards or provide opportunities for citizen participation which may include stream cleanups, citizen science activities, or similar efforts. CWEP will coordinate with the CWEP local government representative prior to contacting any formal educators in the member jurisdiction.
 - g. Provide mechanisms on CWEP program website for public input on stormwater issues

2. TJCOG's CWEP program will assist the Local Government with the following mass media programming:
 - a. Coordinate an annual outreach campaign in the form of Public Service Announcements (PSAs) administered by local service providers, which includes the following:
 - i. Videos about common target pollutants, their likely sources, their negative impact on water quality, and best practices for target audiences likely to have significant stormwater impacts
 - ii. Static and animated banner ads about stormwater quality that link to the program website
 - iii. Approximately 12 weeks (as market costs allow) of digital pre-roll video PSAs, spread across popular stations with the aim of reaching a variety of target audiences.
 - iv. Approximately 8 weeks (as market costs allow) of television, radio, social media and/or digital PSAs across popular stations with the aim of reaching a variety of target audiences. CWEP will make an effort to ensure that media reach adequately covers member jurisdictions. Additional stations/programs may be proposed by local media companies and approved collectively by members.
 - v. Print and digital advertising in Spanish-language newspaper(s).
 - b. Provide unlimited local use and access to outreach materials created for CWEP Partners to inform target audiences about target pollutants, their likely sources and impacts on water quality
 - c. Provide unlimited local use and access of digital media materials for Partner jurisdictions' use in public buildings, parks, DMV locations, outdoor movies, etc
 - d. Promote regional education and engagement events such as the CWEP Regional Creek Week through CWEP website and social media platforms

Local Governments may use the tasks above to help comply with NPDES MS4 stormwater education requirements or nutrient strategy stormwater education requirements. The Local Government's signature on this MOU (and MS4 permit number if applicable) signifies an understanding that any one of the items listed above may only partially fulfill its education requirements during an audit from NC DEQ. Accordingly, the Local Government acknowledges that it is ultimately responsible for meeting all federal and state laws, rules and regulations related thereto. The Local Government and CWEP share responsibility for determining how specific objectives can be cooperatively achieved, with the understanding that CWEP supplements local efforts to comply with regulatory requirements. The Local Government is highly encouraged to send one or more representatives to CWEP's quarterly steering committee meetings to collaborate on strategies. CWEP will make every reasonable attempt, as permitted by available staffing and supplies, to independently and proactively address the objectives in the Local Government's community, and will update the CWEP Local Government representative each quarter to offer opportunities for discussion and collaboration.

The Local Government agrees to pay TJCOG for the services provided herein based on a fee schedule adopted by TJCOG, voted on by CWEP Local Governments, and incorporated herein by reference. The fee schedule and individual Local Governments' cost shares may change annually in the second and third year of the agreement if population estimates generated by the NC State Demographer's Office show population changes. The period of performance under, and the term of, this MOU will begin on July 1,

Exhibit A. CWEP FY23 Fee Schedule

TJCOG Clean Water Education Partnership Program FY23 Fee Schedule

Example Only; will be updated annually as certified population estimates are updated.

	Base Cost	Population* for FY23 (based on July 2020 certified pop from NC State Demographics)	FY23 Cost Share (\$0.041 per cap)
Town of Apex ^{2,5}	\$2,000	59,368	\$4,434
Town of Benson ²	\$2,000	3,998	\$2,164
Town of Butner ²	\$2,000	8,401	\$2,344
Town of Carrboro ^{2,5}	\$2,000	21,344	\$2,875
Town of Cary ^{1,2,5}	\$2,000	175,635	\$9,201
Town of Chapel Hill ^{2,5*}	\$2,000	54,236	\$4,224
Chatham County ^{5,6}	\$2,000	60,349	\$4,474
Town of Clayton ²	\$2,000	26,517	\$3,087
City of Creedmoor ²	\$2,000	4,869	\$2,200
City of Durham ^{1,3,5}	\$2,000	284,317	\$13,657
Durham County ^{1,5}	\$2,000	37,167	\$3,524
City of Fayetteville ^{2,3*}	\$2,000	188,230	\$9,717
Town of Fuquay-Varina ²	\$2,000	34,604	\$3,419
Town of Garner ^{1,2}	\$2,000	31,306	\$3,284
City of Goldsboro ^{1,2}	\$2,000	34,156	\$3,400
City of Havelock ¹	\$2,000	17,759	\$2,728
Town of Hillsborough ²	\$2,000	9,681	\$2,397
Town of Holly Springs ²	\$2,000	41,711	\$3,710
Town of Hope Mills ²	\$2,000	17,811	\$2,730
Johnston County ¹	\$2,000	154,728	\$8,344
City of Kinston ¹	\$2,000	19,873	\$2,815
Town of Knightdale ²	\$2,000	19,656	\$2,806
Town of Leland ²	\$2,000	23,049	\$2,945
Town of Morrisville ^{2,5}	\$2,000	29,925	\$3,227
Nash County ^{4,6}	\$2,000	41,284	\$3,693
Town of Nashville ^{2,4}	\$2,000	5,635	\$2,231
City of New Bern ^{1,2}	\$2,000	31,240	\$3,281
Orange County ^{1,5,6}	\$2,000	55,500	\$4,276
City of Oxford ⁴	\$2,000	8,632	\$2,354
Town of Pittsboro ⁵	\$2,000	4,556	\$2,187
City of Raleigh ^{1,3*}	\$2,000	468,977	\$21,228
City of Rocky Mount ^{2,4}	\$2,000	54,309	\$4,227
Town of Rolesville	\$2,000	19,278	\$2,790
City of Roxboro ²	\$2,000	8,131	\$2,333
Town of Siler City	\$2,000	7,733	\$2,317
Town of Smithfield ¹	\$2,000	11,378	\$2,466
Town of Spring Lake ²	\$2,000	11,662	\$2,478
Town of Tarboro ⁴	\$2,000	10,685	\$2,438
Town of Wake Forest ²	\$2,000	48,062	\$3,971
Wayne County ^{1,6}	\$2,000	75,399	\$5,091
Town of Wendell ^{1,2}	\$2,000	9,901	\$2,406
Town of Zebulon ²	\$2,000	6,969	\$2,286

1. Subject to Neuse River Basin Nutrient Management Regulations.

2. Subject to NPDES Phase II Stormwater Regulations.

3. Subject to NPDES Phase I Stormwater Regulations.

4. Subject to Tar-Pamlico River Basin Nutrient Management Regulations.

5. Subject to Jordan Lake Nutrient Management Regulations.

6. MS4 Post-Construction "Tipped Counties"

*Populations have been adjusted for group quarters covered by another state stormwater permit

2022 and will conclude on June 30, 2025. This agreement automatically renews for a total of 3 years unless either party gives 90-day notice prior to end of the term. The Local Government reserves the unilateral right to terminate this MOU for cause or convenience (in the case of cause, immediately, and in the case of convenience, upon 90 calendar days' written notice), whereupon CWEP and TJCOG will only be entitled to prorated compensation for services properly rendered up to the date of termination.

CWEP will provide an annual report by August 31 on the prior fiscal year's local and regional outreach and education, to include both description and numbers for both mass media and direct education efforts. Interim numbers can be provided as needed.

IN WITNESS WHEREOF, both the Local Government and TJCOG have caused this MOU to be executed by their chief executive officers, all as of the day and year first above written.

City/Town/County Name

MS4 Permit Number, if applicable

Signatory Print Name

Title

Signature

Date Signed

TRIANGLE J COUNCIL OF GOVERNMENTS

Executive Director, TJCOG

Date

"this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

James Holden
Town of Apex